

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FRANCHISE GROUP, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12480 (LSS)

(Jointly Administered)

AFFIDAVIT OF SERVICE

I, Engels Medina, depose and say that I am employed by Kroll Restructuring Administration LLC (“**Kroll**”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

On April 21, 2025, at my direction and under my supervision, employees of Kroll caused the following documents to be served via first class mail on the Supplemental Notice Parties Service List attached hereto as **Exhibit A**:

- Debtors’ Motion for Entry of an Order (I) Authorizing Franchise Group Intermediate V, LLC to Enter into and Perform Its Obligations Under the Asset Purchase Agreement, (II) Approving the Sale of Certain Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief, a copy of the modified version attached hereto as **Exhibit B**

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy’s Newco, LLC (5404), Buddy’s Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260), Franchise Group Newco BHF, LLC (4123), Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies “Plus”, LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors’ headquarters is located at 2371 Liberty Way, Virginia Beach, Virginia 23456.

- Notice of Filing of Amended Schedule 1 to the Sale Order [Docket No. 1293] (the “***Amended Schedule 1 to the Sale Order***”)

On April 21, 2025, at my direction and under my supervision, employees of Kroll caused the Amended Schedule 1 to the Sale Order to be served (1) by the method set forth on Core/2002 Service List attached hereto as **Exhibit C**, and (2) via first class mail on the Affected Contract Counterparties Service List attached hereto as **Exhibit D**.

Date: April 29, 2025

/s/ Engels Medina
Engels Medina

State of New York
County of New York

Subscribed and sworn (or affirmed) to me on April 29, 2025, by Engels Medina, proved to me on the basis of satisfactory evidence to be the person who executed this affidavit.

/s/ OLEG BITMAN
Notary Public, State of New York
No. 01BI6339574
Qualified in New York County
Commission Expires April 4, 2028

Exhibit A

Exhibit A

Supplemental Notice Parties Service List

Served via first class mail

ADRID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30347431	Abigail Oxenreiter	ADDRESS ON FILE				
30347432	Academy Locksmith	4887 E La Palma Ave.	Anaheim	CA	92807	
29783825	Ackerman Law Firm, PA	3300 Shopton Road	Charlotte	NC	28217	
30347433	Adform	255 Centre St, 7th Floor	New York	NY	10013	
30347434	AIDP	19535 East Walnut Drive South	City of Industry	CA	91748	
30347435	Airship Group, Inc.	548 Market St., Suite 698370	San Francisco	CA	94104-5401	
30347436	Aloft Secaucus Meadowlands	460 HARMON MEADOW BLVD	Secaucus	NJ	07094	
30347437	AN USA Holdings, LLC	Aaron Heidebreicht, 5601 Democracy Drive	Plano	TX	75024	
30347438	Applied Food Sciences, Inc.	675-B Town Creek Road	Kerrville	TX	78028	
30347440	Arizona Custom Blends Manufacturing LLC	2130 South Industrial Park Avenue	Tempe	AZ	85282	
30347441	Atlantic Candy Company	115 Whetstone Place, Greg West	SAINT AUGUSTINE	FL	32086	
30347442	Axonify Inc.	450 Phillip St.	Waterloo	ON	N2L 5J2	Canada
30347443	BakeWorks	5600 NE 121st Ave. Suite T1	Vancouver	WA	98682	
30347444	Beehive Botanicals, Inc.	16297 W Nursery Rd	Hayward	WI	54843-7138	
30347445	Best Formulations LLC	17758 Rowland Street	City of Industry	CA	91748	
30347446	Betty Lou's	750 SW Booth Bend Rd.	McMinnville	OR	97128	
30347447	Bionap S.r.l	Contrada Fureria Zona Industriale Ovest, Piano Tavola Belpasso	Catania		95032	Italy
30347448	Biorginal Food & Science Corp	102 Melville Street	Saskatoon	SK	S7J 0R1	Canada
30347449	Biovation Labs	2323 3600 W., Craig Rich	West Valley City	UT	84119	
30347450	Blackhawk Network, Inc.	6220 Stoneridge Mall Road	Pleasanton	CA	94588	
29625574	Bloomreach, Inc.	82 Pioneer Way	Mountain View	CA	94041	
30347451	Botanic Healthcare	100 Corporate Drive, Suite 205	Lebanon	NJ	08833	
30347452	Buckeye Business Products	3830 Kelley Avenue	Cleveland	OH	44114	
30347453	C.I. Nutreo	1307 Person St.	Durham	NC	27703	
30347454	Capsoil Foodtech	355 9th St.	Winter Garden	FL	34787	
30347455	Captek	Kevin Tully, 16218 Arthur Street	Cerritos	CA	90703	
30347456	CAPTEK Softgel International, Inc.	Kevin Tully, 16218 Arthur Street	Cerritos	CA	90703	
30347457	Cardlytics	675 Ponce de Leon Ave NE, Suite 4100	Atlanta	GA	30308	
30347458	Carlson Capital, L.P.	2100 McKinney Ave	Dallas	TX	75201	
30347459	CataBoom Technologies, LLC	2100 N. Greenville Avenue, Suite 400	Richardson	TX	75082	
30347460	Christopher Ryszard Gregory Tomaszewski	Nectaris Limited, 27 High Street, Horley	Surrey		RH6 7BH	United Kingdom

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30347461	ChromaDEx	1735 Flight Way, Suite 200	Tustin	CA	92782	
30347462	CI&T, Inc	90 Nassau St.	Princeton	NJ	08542	
30347463	Click to Fill, Inc.	821 Dawsonville Hwy, Ste 250337	Gainesville	GA	30501-2636	
29628730	Concrete Media Ltd.	THE POPPY BUILDING, 8 BREWHOUSE YARD- 2ND FLOOR	LONDON		EC14DJ	United Kingdom
30347464	Converge Technology Solutions	130 Technology Parkway	Norcross	GA	30092-2908	
30347465	Cosby Village, LLC	Main Street Homes, 15871 City View Drive	Midlothian	VA	23113	
30347466	Courtyard Secaucus	455 Harmon Meadow Boulevard	Secaucus	NJ	07094	
30347467	Creative Link	7503 Linder Way	Galena	OH	43021	
30347468	Crescent Electric Supply Company	7750 Dunleith Dr.	East Dubuque	IL	61025-1357	
30347469	Crimson Blue Brand Consulting LLC	10113 WOODFERN WAY	Cincinnati	OH	45242	
30347470	Crystal Hoshaw	ADDRESS ON FILE				
30347471	Danisco	925 Page Mill Road	Palo Alto	CA	94304	
29628812	DataDome Solutions Inc	1411 Broadway 16th Floor, C/O ORBISS	New York	NY	10018	
30347472	David Segarra	ADDRESS ON FILE				
30347473	DayTwo Ltd.	16 Hasadot St.	Adanim		4592500	Israel
30347474	Denvi Tech Inc.	8 The Green	Dover	DE	19901	
30347475	Derrick I. Mitchell	ADDRESS ON FILE				
30347476	DHL eCommerce Solutions	2700 South Commerce Parkway, Suite 300	Weston	FL	33331	
30347477	Dr. Sarah Jamison	ADDRESS ON FILE				
29628087	Drink LMNT, Inc.	Will Rossiter, 1150 Central Avenue	Naples	FL	34102	
30347478	Dst Foods Inc.	109 State Rt 23	Franklin	NJ	07416-2005	
	Ebates Performance Marketing, Inc. d/b/a Rakuten					
30347479	Rewards	300 Mission Street	San Francisco	CA	94111	
30347480	Eddie Avila	ADDRESS ON FILE				
30347481	Efficient Air	275 Belgrave-Gembrook Road, Emerald	Victoria	VIC	3782	Australia
30347482	Efficient Collaborative Retail Marketing	27070 Miles Rd, Suite A	Solon	OH	44139	
29792762	EHP Labs LLC	Ross Allsop, 482 E 1900 N North	OGDEN	UT	84414	
	Elevate Nutraceuticals, LLC dba Elevate Health Sciences, LLC	3421 S. Sierra Vista Way	Provo	UT	84606	

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29606625	Empire Freight Logistics	6567 Kinne Road	DeWitt	NY	13214	
30347484	Engagement Agents	24 Eugene St.	Hamilton	ON	L8H2R3	Canada
30347485	Engelke Construction Solutions LLC	2927 Nationwide Parkway	Brunswick	OH	44212	
30347486	Epic West USA LLC	211 E 7TH ST, STE 620	AUSTIN	TX	78701	
30347487	EUKAAI CORPORATION	660 California St	San Francisco	CA	94108	
30217910	FacilitySource, LLC.	PO BOX 846847	Los Angeles	CA	90084	
30347488	Farmacia del Fener.	C/ Bonaventura Riberaygua, 2	Andorra la Vella		AD500	Andorra
30347489	Five9, Inc.	3001 Bishop Drive, Suite 350	San Ramon	CA	94583	
30347490	FL Supplements	10301 Commerce Pkwy	Miramar	FL	33025	
30347491	Flavor Insights	4795 Industrial Way	Benicia	CA	94510	
29605515	flexEngage, Inc.	7803 BLUE QUAIL LANE	Orlando	FL	32835	
30347492	Florida Supplement, L.L.C.	Ray Martinez, 10301 Commerce Pkwy	Miramar	FL	33025	
30347493	Fluent, LLC	300 Vesey Street, 9th Floor	New York	NY	10282	
30347494	Folkes Electrical Construction Co., Inc.	206 HALEY ROAD	Ashland	VA	23005	
29495357	Force Factor Brands LLC	Michael Brandow, 24 School St.	BOSTON	MA	02108	
30347495	Fred Meyer Stores, Inc.	3800 SE 22ND Ave	Portland	OR	97202-2999	
30347496	Fridays Health	17322 Murphy Ave.	Irvine	CA	92614	
30347497	Genopalte	10437 W Innovation Dr	Milwaukee	WI	53226	
30347498	Givaudan Flavors Corporation	1199 Edison Drive	Cincinnati	OH	45216	
30347499	Global Impex	1719 Logix Office Tower, Logix City Center	Noida	UP	201301	India
30347500	Global Mail, Inc. dba DHL eCommerce Solutions	2700 South Commerce Parkway, Suite 300	Weston	FL	33331	
30347501	GoodRx, Inc	2701 Olympic Blvd	Santa Monica	CA	90404	
30347502	Gorilla Mind LLC	Mike Stoneberg, 391 N Ancestor Pl	Boise	ID	83704	
30347503	Gotham Technology, LLC	5 PARAGON DRIVE, SUITE 103	Montvale	NJ	07645	
30347504	Grontvedt Biotech AS	Havneveien 1	Uthaug		7142	Norway
30347505	Gummi World	370 N Juniper Dr, Ste 10	Chandler	AZ	85226	
30347506	Habit LLC	985 3rd Street	OAKLAND	CA	94607	
29627993	Herbaland Naturals Inc.	13330 Maycrest Way	Richmond	BC	V6V2J7	Canada
30347507	Hormel Foods Corporation	1 Hormel Place	Austin	MN	55912-3680	
29603620	HP Inc.	11311 CHINDEN BLVD, MS 305	BOISE	ID	83714-0021	
29629106	ICON International Inc.	107 Elm Street, 15th Floor	Stamford	CT	06902	
30347508	ID.me, Inc	8280 Greensboro Drive, Suite 800	Tysons Corner	VA	22102	
30347509	iHerb, LLC	17400 Laguna Canyon Rd, Suite 400	Irvine	CA	92618	

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30347510	ILS Gummies, LLC aka Innovative Gummies	350 Cypress Drive, Suite 300	Mckinney	TX	75071	
30347511	Impact Tech, Inc.	223 E. De La Guerra St.	Santa Barbara	CA	93101	
30347512	Infostretch Corporation DBA Apexon	c/o Apexon, 101 Carnegie Center	Princeton	NJ	08540	
29605637	Infratech Solutions LLC	200 W JACKSON BLVD, SUITE 1250	Chicago	IL	60606	
30347513	Innovactiv	120 Montée Industrielle-et-Commerciale	Rimouski	QC	G5M 1B1	Canada
30347514	Innovative Labs Group, LLC	85 COMMERCE DRIVE	Hauppauge	NY	11788	
30347515	Interstate Premier Facility Services Provider	508 Prudential Road, Suite 100	Horsham	PA	19044	
30347516	ION Labs, INC. (DBA ION Nutritional Labs)	5459 115th AVENUE NORTH	Clearwater	FL	33760	
30347517	JAK Diversified II dba Multi-Pak Packaging	241 Clinton Road West	Caldwell	NJ	07006	
30347518	James Goldman	ADDRESS ON FILE				
30347519	Just Born	1300 Stefko Blvd	Bethlehem	PA	18017	
30347520	Kairos Partners, LLC	6997 Redansa Drive	Rockford	IL	61108	
30347521	Khaki Group, LLC (Hapi Gig)	3510 Old Milton Pkwy, Suite A	ALPHARETTA	GA	30005	
30347522	Kohls	N56 W17000 Ridgewood Drive	Menomonee Falls	WI	53051	
30347523	KontractOne LLC	Two Prudential Plaza, 180 N. Stetson Street	Chicago	IL	60601	
29629282	Korber Supply Chain US, Inc	Dept Ch 17044	Palatine	IL	60055-7091	
30347524	Korn Ferry	WILLIS TOWER, 233 SOUTH WACKER DRIVE, SUITE #700	Chicago	IL	60606	
30347525	Kyowa Hakko Bio Co., Ltd	600 Third Ave.	New York	NY	10016	
30347526	Levo Health	220 W 7TH AVENUE, SUITE 210	Tampa	FL	33602	
30347527	LGC Science, Inc	1745 Alysheba Way, Suite 160	Lexington	KY	40509	
29627679	Life Extension	Cheryl, 3600 West Commercial Blvd.	FORT LAUDERDALE	FL	33309	
30347528	LNS Hydro LLC	1314 E Las Olas Blvd, Ste 2450	Fort Lauderdale	FL	33301	
29629364	Loyalty 360	PO BOX 54407	Cincinnati	OH	45254	
30347529	LUMIFI CYBER, Inc.	1475 N Scottsdale Rd, STE 410	Scottsdale	AZ	85257	
30347530	Macrocap Labs	975 Bennett Dr	Longwood	FL	32750	

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30347531	Manhattan Telecommunications Corp	METROPOLITAN TELECOMMUNICATIONS, P.O. BOX 9660	Manchester	NH	03108	
30347532	McKinsey & Company, Inc.	55 East 52nd Street	New York	NY	10022	
30347533	Measured, Inc.	1801 Rockmoor Ave	Austin	TX	78703	
30347534	Meridian IT Inc.	9 Parkway North, Suite 500	Deerfield	IL	60015	
30347535	Milk Specialties Company dba Milk Specialties Global	Mark Labine, 7500 Flying Cloud Drive	Eden Prairie	MN	55344	
30347536	MUD/WTR, Inc.	2515 Main St	Santa Monica	CA	90405-3517	
30347537	Natural Food Certifiers Inc.	80 Broad Street, 5th Floor	New York	NY	10004	
30347538	Natural Wellness Now Health Products Inc.	23551 132nd Ave 2901 W. Bluegrass Blvd. Suite 100	Maple Ridge	BC	V4R2S6	Canada
30347539	Nature's Sunshine Products Inc	DEPT CH 10731	Lehi	UT	84043	
30347540	Navistone	650 California St, Ste 2950	Palatine	IL	60055-0731	
30347541	NCC Group Software Resilience (NA) LLC	customer service, 21 High Street	San Francisco	CA	94108-2747	
30347542	Nelsons Bach USA Ltd.	Attn: Accounting Operations, 445 State Street	North Andover	MA	01845	
29629518	Nestle USA, Inc	Newark Liberty International Airport, 1 Hotel Road	Fremont	MI	49413	
30347543	Newark Liberty International Airport Marriott	15 Somerset St	Newark	NJ	07114	
30347544	Nexira SAS	ADDRESS ON FILE	Somerville	NJ	08876	
30347545	Nickolas Armstrong	926 Joe Road	Roberts Creek	BC	V0N 2W6	Canada
30347546	North American Reishi DBA Nammex	244 Knollwood Drive, Suite 300	Bloomingdale	IL	60108	
29604363	NOW Foods	8609 Cross Park Drive	Austin	TX	78754	
30347547	Nulixir Inc	P.O. Box 21124	Lehigh Valley	PA	18002	
30347548	Nutracode	21 Corie Court	Port Jefferson	NY	11777	
30347549	Nutrashure Distribution	22 Town Center Plaza	Dublin			Ireland
30347550	Nutritics Limited	Gene Tracy, 1610 W. Whispering Wind Drive	PHOENIX	AZ	85085	
30347551	Old Dominion Mechanical LLC	9954 Mayland Dr, SUITE 2150	Richmond	VA	23233	
29784878	OnDemand Resources, LLC	5863 Free Union Rd	Free Union	VA	22940	
30347553	One Up Innovations, Inc.	2745 Bankers Industrial Dr.	Atlanta	GA	30360	

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30347554	Onward Robotics, Inc	250 48th St	Pittsburgh	PA	15201	
30347555	OpenLoop Health	317 6th Ave., Ste 400	Des Moines	IA	50309	
30347556	Orbis	1055 Corporate Center Drive	Oconomowoc	WI	53066	
30347557	Origin Meals LLC	337 2nd ST NE	Hopkins	MN	55343	
30347558	Oriol Segarra	ADDRESS ON FILE				
29791907	Osgood Bank	275 W Main Street, P.O. Box 69	Osgood	OH	45351	
30347559	Outbrain	39 WEST 13TH STREET, 3RD FLOOR	New York	NY	10011	
30347560	Overtime Sports, Inc.	20 Jay Street Suite 600	Brooklyn	NY	11201	
30347561	PBO SKINCARE, Revive Collagen	85 Great Portland Street	London		W1W 7LT	United Kingdom
29604464	Perfect Shaker	369 Lang Blvd	Grand Island	NY	14072	
30347562	Pharma-Natural, Inc.	14500 NW 60th Ave, Building 7F	Miami Lakes	FL	33014	
30347563	Phynova	Office 3, 2 Brookhill Way, Banbury	Oxfordshire		OX16 3ED	United Kingdom
30347564	Planet Fitness World Headquarters	26 Fox Run Road	Newington	NH	03801	
30347565	Post Square Shopping Center, LLC	1091 Lynwood Blvd	Nashville	TN	37215-4539	
30347566	Pristine Bay LLC dba Vianda Life	9898 Windisch Road	West Chester	OH	45069	
30347568	Pro Form vendor #6676	5325 Industrial Way	Benicia	CA	94510	
30347567	Pro Form vendor #6676 and 5133	5325 Industrial Way	Benicia	CA	94510	
30347569	Proform Laboratories	5001 Industrial Way	Benicia	CA	94510	
30347570	Pure Distribution US, LLC	Caryn Gurthie, PO Box 790066	ST LOUIS	MO	63179-0066	
30347571	PWA Acquisition Corp.	11275 US Hwy 98, Suite 6304	Miramar Beach	FL	32550	
30347572	Rakuten	800 Concar Drive, Suite 175	San Mateo	CA	94402	
30347573	Raw Sports, LLC	Jeffrey Edward Delbow, Interim CFO, 904 Basenji Curve	Shakopee	MN	55379	
29630278	Raymond Werres Corporation	807 EAST SOUTH STREET	Frederick	MD	21701	
30347574	Reflection Software	900 S FRONTENAC ST	Aurora	IL	60504	
30347575	Reliance Company, Inc.	3rd Floor, Maker Chambers	Mumbai	MH	400 021	India
29604674	REM3DY Health Ltd	3 Bevan Way, Unit 2 Alpha Business	Smethwick		B661BZ	United Kingdom
30347576	Residence Inn by Marriott	10400 Fernwood Road	Bethesda	MD	20817	
30347577	Riot Games, Inc.	12333 W. Olympic Blvd.	Los Angeles	CA	90064	
29604750	RSM US LLP	5155 Paysphere Circle	Chicago	IL	60674	
30347578	Ryse Up Sports Nutrition	Nicholas Stella, 631 Industry Way	Prosper	TX	75078	
30347579	S3G Technology LLC	18 PR, PO Box 805	Alief	TX	77411	
29603918	Sage Software, Inc.	14855 COLLECTIONS CENTER DRIVE	Chicago	IL	60693	
30232708	Segarra Business Group	Attn: Oriol Segarra, Urb Belair #125	Guaynabo	PR	00969	
30347580	Segarra Business Group, LLC	Attn: Oriol Segarra, P.O. Box 192388	San Juan	PR	00919	

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30347581	Sensapure, Inc.	1945 S Fremont Dr	Salt Lake City	UT	84104-4223	
30347582	SGS North America Inc.	400 Broadacres Dr	Bloomfield	NJ	07003-3156	
30347583	Shipped.com Corporation	500 Dry Valley Rd, F207	Cookeville	TN	38506	
30347584	ShopRunner, Inc.	350 N LaSalle Dr., Ste 600	Chicago	IL	60654	
30347585	Simpler Postage, Inc. d/b/a EasyPost	Attn: Minisoft, 39120 Argonaut Way #460	Fremont	CA	94538	
30347586	Sodexo Operations LLC	915 Meeting Street	North Bethesda	MD	20852	
30347587	Soft Gel Technologies, Inc.	6982 Bandini Blvd	Los Angeles	CA	90040	
29606275	Spartan Race Inc.	234 CONGRESS STREET, 5TH FLOOR	Boston	MA	02110	
30347588	Stanley Convergent Security Solutions, Inc.	DEPT CH 10651	PALATINE	IL	60055	
30347589	Summit Rx	56 New Hook Rd	Bayonne	NJ	07002	
30347590	Suning.com	No. 1, Suning Avenue, Xuanwu District	Nanjing, Jiangsu		210042	China
30347591	Super Duty Fans	PO BOX 1119	Pilot Point	TX	76258	
30347592	Supranaturals, LLC	1356 Spring Creek Pl.	Springville	UT	84663	
30347593	Suresh Marhatta	ADDRESS ON FILE				
29623292	SVF Riva Annapolis, LLC	515 South Flower Street	Los Angeles	CA	90071	
30347594	Swapopolis Inc. d/b/a Engagement Agents	24 Eugene St.	Hamilton	ON	L8H2R3	Canada
30347595	Synergy CHC Corp.	865 Spring Street	Westbrook	ME	04092	
30347596	Taboola	28 WEST 23RD STREET, 5TH FLOOR	New York	NY	10010	
29604599	Team Red, White & Blue, Inc.	PO Box 74497	Atlanta	GA	30374-4947	
30347597	The Futures Company	1300 Environ Way	Chapel Hill	NC	27517	
30347598	The Kroger Co.	1014 Vine Street	Cincinnati	OH	45202-1100	
30347599	Thermal Kitchen LLC	811 Fentress Court	Daytona Beach	FL	32117	
30347600	Thermo Pak	360 Balm Ct	Wood Dale	IL	60191	
30347601	ThermoLife International, LLC aka ThermoLife	1334 E Chandler Blvd. #5-D76	PHOENIX	AZ	85048	
30347602	Three Phase Electric	21410 N 15TH LANE, #112	Phoenix	AZ	85027	
30347603	Threo Tech LLC	19535 E. Walnut Dr. South	City of Industry	CA	91748	
30347604	Tishcon	Lisa Martinson, P.O. BOX 1899	SALISBURY	MD	21802	
	TLI Pool Distribution, LTD d/b/a All-freight Pool					
30347605	Distribution Services	900 8th St	Wichita Falls	TX	76301-6801	
30347606	Towns Sports International, LLC	399 Executive Boulevard	Elmsford	NY	10523	
29785400	Transplace Texas, LP	3010 Gaylord Parkway	Frisco	TX	75034	

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30347607	Triple B Forwarders, Inc.	1511 Glenn Curtiss St.	Carson	CA	90746	
30347608	Trolley House Refreshments Inc.	8501 Sanford Drive	Richmond	VA	23228	
30347609	Trumed	1800 E 4th S	Austin	TX	78702	
30347610	TSI	No.2, Jinxiu Road, Shi Zhuang Industry Park, Jiangyin	Jiangsu Province		214446	China
29606468	Ultimate Logistics, Inc.	13 E EASY STREET	Bound Brook	NJ	08805	
30347611	Unigen	2121 South State Street	Tacoma	WA	98405	
30347612	Unipharm S.A.C.	Avenida Pablo Carriquiry 222 URB	EL Palomar			Peru
30347613	US Pharmatech Inc.	7210 W Post Rd, Ste 100	Las Vegas	NV	89113	
30347614	USP Brokerage	2251 Lynx Ln, Ste 5	Orlando	FL	32804-4729	
30347615	Utah Corporation	160 East 300 South	Salt Lake City	UT	84111	
30347616	Utica Foods	18 Sidney Circle	Kenilworth	NJ	07033	
30347617	Validatoin and Compliance Institute	835 Asa Gray Drive	Ann Arbor	MI	48105	
30347618	Valley Stream Green Acres LLC	2034 Green Acres Mall	Valley Stream	NY	11581	
29785443	Vaswani	75 CARTER DRIVE	Edison	NJ	08817	
30347619	Veeva Systems Inc.	4280 Hacienda Drive	Pleasanton	CA	94588	
30347620	Vega US LLC	21500 Biscayne Blvd, Ste 600	Aventura	FL	33180-1256	
30347621	Vibes Media, LLC	300 W Adams St 7th Floor	Chicago	IL	60606	
29778123	Vindicia Inc	400 Concar Dr. 2nd Floor	San Mateo	CA	94402	
29778125	Vireo Systems, INC.	305 Williams Avenue	Framingham	TN	37115	
30347622	Virun, Inc	1750 N. 8th St	Colton	CA	92324	
30347623	Vita Vida Limitada	197 Kingston Road	Epsom, Surrey		KT19 0AB	United Kingdom
30347624	Vital Pharmaceuticals, Inc., d/b/a Bang Energy	1600 North Park Drive, Suite 600	Weston	FL	33326	
30347625	Vitality Works	Gregg Gibson, 8409 Washington St. NE	ALBUQUERQUE	NM	87113	
29627700	Vitamin Angels	PO Box 42029	SANTA BARBARA	CA	93140	
30347626	Vitamin Shoppe Vietnam Join Stock Company for Socialist Republic of Vietnam	NO. 13 Ly Thai To, Ly Thai To Ward	Ha Noi City			Vietnam
30347627	Vitaquest	Ashley Hromnak, 8 Henderson Drive	West Caldwell	NJ	07006	
30347628	Vitaquest International LLC	Ashley Hromnak, 8 Henderson Drive	West Caldwell	NJ	07006	
29785481	Walmart Inc.	702 SW 8th Street	Bentonville	AR	72716	
29778159	Wellnext LLC	1301 Sawgrass Corporate Parkway	New Albany	FL	33323	
30347629	Wellsync	821 Dawsonville Highway, Suite 250 - #337	Gainseville	GA	30501	

Exhibit A

Supplemental Notice Parties Service List

Served via first class mail

ADRID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30347630	Werres Corporation	807 East South Street	Frederick	MD	21701	
29606529	Wesley Kraker Enterprises Inc	5050 Poplar Avenue, Suite 900	Memphis	TN	38157	
30347631	Western Botanicals FL, LLC	1137 Guernsey Street	Orlando	FL	32804	
30347632	WH Steven Creek LLC	101 California St, Ste 950	San Francisco	CA	94111	
30347633	Workplace Environments - Cayman Islands	Unit 5B 1 Nexus Way	George Town		Ky1-1003	Grand Cayman
30347634	W-T Group, LLC	2675 Pratum Avenue	Hoffman Estates	IL	60192	
30347635	YOGTI, Inc.	9-2266 Drew Road	Mississauga	ON	L5S 1B1	Canada
30347636	ZenDesk	1019 Market Street	San Francisco	CA	94103	
30347637	Ziff Davis, LLC	360 Park Avenue South, 17th Floor	New York	NY	10010	

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
FRANCHISE GROUP, INC., <i>et al.</i> ¹	)	Case No. 24-12480 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Hearing Date: May 6, 2025, at 11:30 a.m. (ET)
	)	Obj. Deadline: April 29, 2025, at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF
AN ORDER (I) AUTHORIZING FRANCHISE GROUP
INTERMEDIATE V, LLC TO ENTER INTO AND PERFORM
ITS OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT,
(II) APPROVING THE SALE OF CERTAIN ASSETS FREE AND CLEAR
OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy's Newco, LLC (5404), Buddy's Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260), Franchise Group Newco BHF, LLC (4123), Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies "Plus", LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors' headquarters is located at 2371 Liberty Way, Virginia Beach, Virginia 23456.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion (the “Motion”):²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as Exhibit A (the “Sale Order”): (a) authorizing and approving the Debtors’ entry into and performance under that certain asset purchase agreement, in the form attached to the Sale Order as Exhibit 1 (together with all schedules, exhibits, and ancillary documents related thereto, as amended, modified, or supplemented from time to time, the “APA”), whereby Debtor Franchise Group Intermediate V, LLC (“Franchise Group Intermediate” or the “Seller”) has agreed to sell, transfer, convey, assign, and deliver to TVS Buyer, LLC (the “Buyer,” and together with Franchise Group Intermediate, the “Parties”), and the Buyer has agreed to purchase, acquire, accept, and assume the Purchased Assets and the Assumed Liabilities from the Seller (including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the “Sale”); (b) authorizing and approving the sale of the Purchased Assets and the Assumed Liabilities to the Buyer free and clear of any and all Encumbrances, other than Permitted Encumbrances and Assumed Liabilities; (c) authorizing the assumption and assignment of the Purchased Contracts and the Purchased Leases; and (d) granting related relief.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “Court”) under 28 U.S.C. § 157 and the *Amended Standing*

² Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the APA, the Final DIP Order, the Bidding Procedures (each as defined herein), or the *Seventh Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates* [Docket No. 1233].

Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
4. The statutory bases for the relief requested herein are sections 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1, 6004-1 and 9013-1.

Background

5. On November 3, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their businesses, and the facts and circumstances giving rise to the Debtors’ chapter 11 cases is set forth in the *Declaration of David Orlofsky in Support of Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 15] (the “First Day Declaration”), which is incorporated herein by reference.

6. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On November 5, 2024, the Court entered an order [Docket No. 88] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On November 19, 2024, the United States

Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 188] (the “Creditors’ Committee”). On January 15, 2025, the Debtors appointed a fee examiner [Docket No. 747] (the “Fee Examiner”).

7. On December 11, 2024, the Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 414] (the “Final DIP Order”). Under the Final DIP Order, the Debtors were authorized on a final basis to enter into and perform under that certain *Senior Secured Super-Priority Priming Term Loan Debtor-In-Possession Credit Agreement* dated as of November 7, 2024 (as amended, modified, or supplemented from time to time, the “DIP Credit Agreement”).³

The Proposed Sale

8. As described more fully in the First Day Declaration, leading up to the Petition Date, the Debtors explored a wide array of strategic and operational measures to better position the Debtors for sustainable growth and improve their strained liquidity position. In addition to engaging in extensive negotiations with their key lender constituents on the terms of a potential out-of-court transaction, the Debtors explored various strategic transactions to monetize

³ Pursuant to section 6.05(k) of the DIP Credit Agreement and paragraph 8(b) of the Final DIP Order, the Debtors are not permitted to sell, transfer, lease, or otherwise dispose of any assets, including any Equity Interests (as defined in the DIP Credit Agreement) owned by the Debtors, unless such Disposition (as defined in the DIP Credit Agreement) is made in connection with a Sufficient Bid (as defined in the DIP Credit Agreement) or otherwise with the prior written consent of the Required Supermajority Lenders (as defined in the DIP Credit Agreement). At the request of the Buyer and the applicable Debtors, the Required Supermajority Lenders have consented to the Sale, as further described herein.

their core business segments, including The Vitamin Shoppe (“TVS”), the Debtors’ market-leading, omni-channel, specialty retailer and wellness lifestyle company.

9. Prior to the Petition Date, in April 2023, the Debtors retained Jefferies LLC (“Jefferies”) to gauge market interest and undertake a broad search for any potential buyers in connection with a potential sale of TVS. In January 2024, Jefferies launched a formal marketing and sale process, which included contacting 34 parties—22 financial buyers and 12 strategic buyers—executing 17 non-disclosure agreements (“NDAs”) and engaging with the 17 parties under NDA with respect to a potential going concern sale of TVS. Despite these efforts, no actionable proposals were received. In parallel, the Debtors’ liquidity position continued to tighten, and it became clear that achieving a comprehensive, value-maximizing out-of-court transaction on the timeline required was not feasible.

10. To that end, on November 1, 2024, the Debtors and the Ad Hoc Group entered into a Restructuring Support Agreement which, among other things, memorialized the Ad Hoc Group’s support for a sale process in chapter 11 for the purpose of identifying a value-maximizing transaction with a bidder or series of bidders. As more fully described in the bidding procedures approved by the Court on December 16, 2024 [Docket No. 444] (the “Bidding Procedures”), the Debtors, in consultation with the Ad Hoc Group and with the assistance of Ducera Partners LLC (“Ducera”), the Debtors’ investment banker, commenced a formal marketing process (the “Marketing Process”) on November 4, 2024, in search of such a bidder or bidders for a sale of certain of the Debtors’ business segments, including TVS, pursuant to section 363 of the Bankruptcy Code.

11. In connection with the Marketing Process, with respect to TVS, Ducera solicited interest from 208 parties—185 financial sponsors and 23 strategic buyers—and executed 59 NDAs

in connection therewith.⁴ Over the next several months, the Debtors continued to engage with multiple parties in interest, including the Buyer. As of the February 3, 2025 Bid Deadline, no Qualified Bids were submitted. The Buyer did, however, submit a revised indication of interest. On February 12, 2025, the Debtors filed the *Notice of Cancellation of Auction* [Docket No. 961] cancelling any potential auction and adjourning any potential sale hearing indefinitely. Nonetheless, the Debtors continued conversations with certain parties in interest, including a robust, ongoing dialogue with the Buyer, over the next several weeks regarding the terms of a potential going concern sale of TVS. After weeks of extensive, arm's-length negotiations, the Parties entered into the APA on April 15, 2025. Pursuant to the APA, the Buyer will purchase the Purchased Assets free and clear of any Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in exchange for, among other things, (a) the assumption of the Assumed Liabilities and (b) a cash payment of \$193.5 million (the "Purchase Price"), subject to the post-closing adjustment process as set forth in the APA.

12. The Debtors determined, in an exercise of their business judgment, that a transaction with the Buyer on the terms set forth in the APA was value maximizing for the Debtors and their estates. Among other things, the sale represents the highest or otherwise best offer for the Purchased Assets. Additionally, the TVS business was not growing and failing to meet the Debtors' profitability targets. Selling TVS will allow management to focus their efforts on the Debtors' other business lines, and specifically on implementing a long-term, value-maximizing business plan for its other business segments. The APA provides for, and the Ancillary

⁴ On December 19, 2024, Greenhill & Co., investment banker to the Freedom Lender Group, provided Ducera with a list of 59 additional parties—44 financial sponsors and 15 strategic buyers—requesting that Ducera solicit interest from these parties in connection with the Marketing Process. Ducera promptly solicited interest from 51 of the 59 parties and executed 5 NDAs in connection therewith, allowing such parties to receive access to the data room and confidential information memorandum.

Agreements include, a Transition Services Agreement that will ensure the continuation of key services previously performed by the Debtors, which in turn will significantly diminish the impact of the Sale on the Debtors' customers during these chapter 11 cases. For these reasons, the Sale aligns with the Debtors' business objectives and is in the best interest of the Debtors, their estates, and their stakeholders.

13. The Debtors and their advisors do not believe that the cost and delay inherent in a public auction or additional marketing of the Purchased Assets would be outweighed by any marginal increase to the Sale proceeds, if any, particularly in light of the benefits to the Debtors, their estates, and all stakeholders if the Sale is approved. The Debtors, in their reasonable business judgment, believe that the Sale is necessary to preserve and support their core business. Approval of the Sale on the terms set forth herein and in the APA represents the most value-maximizing path to divesting the Purchased Assets for fair consideration for the benefit of all stakeholders in these chapter 11 cases.

14. The Debtors therefore believe that entering into the APA and consummating the Sale is fair, reasonable, represents a sound exercise of the Debtors' business judgment, and is the best available option to maximize value for the Debtors and all stakeholders.

Summary of Key Sale Terms

15. The following chart summarizes the material terms and conditions of the APA:⁵

Provision	Summary Description
Parties	<u>Seller:</u> Franchise Group Intermediate V, LLC <u>Buyer:</u> TVS Buyer, LLC
Purchased Assets	“ <u>Purchased Assets</u> ” means all rights, title and interests of Seller or its Subsidiaries in and to all of the assets, properties, interests, rights and Claims of Seller and its Subsidiaries

⁵ This summary is provided for the convenience of the Court and parties in interest and describes, generally, the terms contained in the APA. To the extent there is any conflict between this summary and the APA, the APA shall govern in all respects. Capitalized terms used in the following summary shall have the meanings ascribed to them in the APA.

Provision	Summary Description
	<p>related to, or used in connection with, the Business (other than the Excluded Assets), including the following assets related to, or used in connection with, the Business, in each case free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities).</p> <p><i>See APA, Art. II § 2.1.1.</i></p>
Excluded Assets	<p>Notwithstanding anything to the contrary in the APA or in any Ancillary Agreement, (a) Buyer shall not acquire the Excluded Assets, including any Contract (including Leases) set forth on <u>Section 2.1.2</u> of Seller Disclosure Schedules (each such Contract or Lease, an “<u>Excluded Contract</u>”), (b) the Purchased Assets shall not include the Excluded Assets, and (c) Seller shall retain the Excluded Assets following the Closing.</p> <p><i>See APA, Art. II § 2.1.2.</i></p>
Date, Time, and Place of Sale	<p>Pursuant to the terms and subject to the conditions of the APA, the closing of the Transactions (the “<u>Closing</u>”) shall take place by telephone conference and electronic exchange of documents, at 10:00 a.m. local time, on the third (3rd) Business Day following satisfaction of all conditions (other than those that by their terms are to be satisfied or taken at the Closing) set forth in <u>Article 6</u> (or, to the extent permitted by applicable Law, waived by the Party entitled to the benefits thereof), or such other time and place as the Parties may mutually agree to in writing (such date of the Closing being hereinafter referred to as the “<u>Closing Date</u>”); <i>provided</i>, that, in no event shall the Closing occur prior to May 15, 2025 without the prior written consent of Buyer.</p> <p><i>See APA, Art. II § 2.4.</i></p>
Purchase Price	<p>Upon the terms and subject to the conditions of the APA, in consideration of the conveyances contemplated under <u>Section 2.1</u>, Buyer shall at the Closing, pay to Seller an amount equal to the Estimated Cash Purchase Price, <i>less</i> the Deposit (together with any and all investment interest thereon, if any, that is released to Seller), by wire transfer of immediately available funds to the account designated by Seller by Notice to Buyer, such Notice to be provided at least five (5) Business Days prior to the Closing Date (such amount, the “<u>Closing Payment</u>”).</p> <p><i>See APA, Art. II § 2.3.1(a).</i></p> <p>“Estimated Cash Purchase Price” means an amount equal to (a) the Base Cash Purchase Price,⁶ <i>plus</i> (b) the amount by which the Estimated Net Working Capital Amount is greater than the Target Net Working Capital Amount (if any), <i>less</i> (c) the amount by which the Target Net Working Capital Amount is greater than the Estimated Net Working Capital Amount (if any) <i>less</i> (d) the Estimated Assumed Indebtedness; <i>provided</i>, that in any and all events, the Base Cash Purchase Price is inclusive of the Deposit.</p> <p><i>See APA, Art. I.</i></p>
Conditions Precedent of Sale	<p><u>Conditions to Obligations of Buyer and Seller.</u> The obligations of Buyer and Seller to complete the Transactions are subject to the satisfaction or waiver (if permitted by applicable Law) at or prior to the Closing of the following conditions:</p> <p>6.1.1 <u>No Illegality or Law.</u> There shall not be in effect any applicable Law that enjoins or prohibits the Transactions.</p> <p>6.1.2 <u>Bankruptcy Orders.</u> The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order.</p>

⁶ The Base Cash Purchase Price is \$193.5 million.

Provision	Summary Description
	<p>6.1.3 <u>Regulatory Approvals</u>. Any waiting period (including any extension thereof) or approvals applicable to the consummation of the Transactions under the HSR Act shall have expired or been terminated (and the Laws set forth on <u>Section 6.1.3</u> of Seller Disclosure Schedules shall have expired or been terminated and any agreement with a Governmental Authority not to consummate the Transactions).</p> <p><i>See APA, Art. VI § 6.1.</i></p> <p>There are also Conditions to Obligations of Buyer and Conditions to Obligations of Seller. <i>See APA, Art VI § 6.2, 6.3.</i></p>
Deadline for the Approval of the Sale	<p>11:59 p.m. (Eastern Time) on May 15, 2025 (unless further extended upon mutual agreement by Buyer and Seller in writing (email to counsel being sufficient)).</p> <p><i>See APA, Art. VIII § 8.1.3.</i></p>
Executory Contracts and Leases to be Assumed and Assigned	<p><u>Section 2.7.1</u> of Seller Disclosure Schedules sets forth a true and complete list, as of the date of entry into the APA, of (a) all executory Contracts which require expenditures made or to be made by Seller or payments or amounts received or to be received by Seller in excess of \$100,000 in the twelve (12) months prior to the date hereof and unexpired Leases to which any Seller is a party (excluding the Excluded Contracts), including Seller's proposed Cure Costs associated with each such Contract and unexpired Lease set forth therein, and (b) the Purchased Contracts and Purchased Leases as of the date of entry into the APA.</p> <p>From and after the date hereof until 3:00 P.M. (Eastern Time) on May 4, 2025, Buyer may, in its sole discretion, (a) add any Contract or any Lease listed on <u>Section 2.7.1</u> of Seller Disclosure Schedules (or otherwise used in connection with the Business) to the schedule of Purchased Contracts and Purchased Leases, (b) remove from the schedule of Purchased Contracts and Purchased Leases any Contract listed on <u>Section 2.7.1</u> of Seller Disclosure Schedules and instead designate such Contract for rejection effective on and as of the Closing or (c) remove from the schedule of Purchased Contracts and Purchased Leases any Lease listed on <u>Section 2.7.1</u> of Seller Disclosure Schedules and instead designate such Lease for rejection effective on and as of the Closing; <i>provided</i>, that in the immediately preceding clauses (a), (b), and (c), Buyer shall not be able to add any Contract or Lease to the schedule of Purchased Contracts and Purchased Leases if such Contract or Lease is associated with a Store already in the active process of Closing. The schedule of Purchased Contracts and Purchased Leases shall be (and shall be deemed) modified or supplemented to reflect the additions or removals, as applicable, of Leases and Contracts that are (i) designated for assumption and assignment or (ii) designated for rejection, each as set forth in <u>Section 2.7.2</u> of the APA.</p> <p><i>See APA, Art. II § 2.7.1–2.7.2.</i></p>
Assumed Liabilities	<p>Upon the terms and subject to the conditions of the APA, at the Closing, Seller shall (or shall cause its applicable Subsidiaries to) assign to Buyer and Buyer shall assume from Seller or its applicable Subsidiaries and agree to pay and discharge when due, only the following Liabilities of Seller and its Subsidiaries (other than the Excluded Liabilities) arising out of the conduct of the Business or the ownership of the Purchased Assets or the Business, in each case, immediately following the Closing (collectively, the "<u>Assumed Liabilities</u>"):</p> <p>(a) all Liabilities arising under the Purchased Contracts and the Purchased Leases that become due from and after, solely to the extent relating to facts, occurrences or other circumstances first arising after, the Closing;</p> <p>(b) (i) the "current liabilities" of the Business to the extent set forth in the Net Working</p>

Provision	Summary Description
	<p>Capital Amount and (ii) the accounts payable, arising from the ownership of the Purchased Assets or the conduct or operation of the Business from and after the Closing;</p> <p>(c) all Liabilities (i) arising from the employment or termination of any Continuing Employees and currently engaged independent contractors whenever incurred or arising, including, any wages, salaries, commissions, or normal course bonuses or incentive obligations with respect to the Continuing Employees, and (ii) with respect to any accrued and unused paid time off and sick time accrued prior to the Closing by any Continuing Employee to the extent permitted by applicable Law to the extent set forth in the Net Working Capital Amount (including any amounts required to be paid out by Seller under applicable law, which amounts shall be timely reimbursed to Seller by Buyer following the Closing);</p> <p>(d) all Liabilities for Transfer Taxes;</p> <p>(e) all Liabilities arising from the sale of merchandise pursuant to product warranties, product returns and rebates from and after the Closing, in each case solely to the extent arising out of the Purchased Contracts;</p> <p>(f) all Liabilities for gift cards, store credits, customer loyalty programs, and gift certificates validly issued by Seller and/or its Subsidiaries prior to the Closing Date; and</p> <p>(g) (i) all Liabilities for Taxes with respect to the Purchased Assets, the Assumed Liabilities, the Business, or the Continuing Employees with respect to any taxable period (or portion thereof) beginning after the Closing Date and (ii) all Liabilities for Transfer Taxes pursuant to <u>Section 5.3.2</u> (such Taxes described in prongs (i) and (ii), the “<u>Assumed Taxes</u>”);</p> <p>(h) all Liabilities arising for the Plans set forth on <u>Section 2.1.1(w)</u> of Seller Disclosure Schedules from and after Closing; and</p> <p>(i) all Liabilities for Assumed Indebtedness (including the Liabilities set forth in <u>Exhibit H</u> attached hereto with respect to (and not taking into account any caps or amounts set forth in) clause (a) through (h) in the definition of Assumed Indebtedness) and which shall include, for the avoidance of doubt, the Tax Reserve Liabilities.</p> <p><i>See APA, Art. II § 2.2.1.</i></p>
Excluded Liabilities	<p>“<u>Excluded Liabilities</u>” means all Liabilities of Seller or any of its Subsidiaries of whatever nature, whether presently in existence or arising or asserted hereafter (other than the Assumed Liabilities), including, without limiting the generality of the foregoing, the following: (a) Excluded Taxes; (b) all Liabilities arising out of, resulting from, or relating to any Excluded Assets; (c) all (i) indebtedness for borrowed money of the Debtors’ (other than the Assumed Indebtedness) and (ii) other indebtedness set forth on <u>Section 1.1.2(c)</u> of Seller Disclosure Schedules; (d) fees, costs and expenses incurred in connection with the Chapter 11 Cases or the Transactions (except as otherwise contemplated by this Agreement); (e) except, in each case, with respect to any Liabilities specifically assumed by Buyer pursuant to <u>Section 5.12</u>, (i) any transaction, change of control, success, retention or stay bonuses, severance, bonus incentive, or deferred compensation payments or other similar payments or obligations payable to any current or former employee, officer, director or other individual service provider of Seller or its Subsidiaries (including the Business</p>

Provision	Summary Description
	<p>Employees) under each Plan, policy, program, agreement, arrangement, or Contract sponsored or maintained by Seller or its Subsidiaries or to which Seller or its Subsidiaries is a party (including in connection with or arising out of the consummation of the Transactions (except as excluded pursuant this clause (e), including any “double-trigger” severance or other payments or obligations payable in combination with any other event)), (ii) other than Liabilities assumed by Buyer pursuant to <u>Section 2.2.1(c)</u>, any outstanding and unpaid bonus, commission or incentive obligations in respect of any current or former employee, officer, director or other individual service provider of Seller or its Subsidiaries (including the Business Employees), (iii) other than payments required to be made by Buyer to Seller pursuant to the Transition Services Agreement, all Liabilities at any time arising under, pursuant to or in connection with each Plan and any other benefit or compensation plan, program, policy, agreement, arrangement, or Contract, in each case, at any time sponsored, maintained, contributed to or required to be contributed to by Seller or any of its Affiliates or under or with respect to which Seller or any of its Affiliates has (or has had) any Liability (including on account of an ERISA Affiliate), including Liabilities arising under Title IV of ERISA or on account of any violation of COBRA, (iv) all Liabilities relating to or arising out of the employment or termination of employment of (A) any Business Employee who becomes a Continuing Employee with respect to periods of employment or termination of employment with Seller or its Subsidiaries prior to the Closing (but excluding in respect of any (1) Liabilities assumed pursuant to <u>Section 2.2.1(c)</u> and (2) severance obligations for any Continuing Employee caused directly by any actions taken by Buyer or at the direction of Buyer after the Closing), (B) any former employees of Seller or its Subsidiaries (including any former employees of the Business) and Business Employees who do not become Continuing Employees with respect to periods of employment or termination of employment with Seller or its Subsidiaries, and (C) any applicant for employment with Seller or its Subsidiaries at any time prior to the Closing, including any Claims in respect of hiring, promotion, compensation, overtime, bonuses, commissions, workers’ compensation or disability, vacation, sick pay or paid time off, other employee benefits to which any such employees may be entitled as a result of his or her employment by Seller or its Subsidiaries, and any other terms and conditions of employment, (v) all Liabilities arising out of or relating to Claims by any agents or independent contractors of, and who provide personal services to, Seller or its Subsidiaries with respect to any Claims or personal injuries sustained in connection with the retention of such Person by Seller or any of its Subsidiaries, including workers’ compensation or disability, regardless of when such claim is made or asserted; (f) except for the accrued and unpaid accounts payable of the Business reflected on <u>Exhibit E</u> attached hereto (and included as part of Net Working Capital), all accrued and unpaid accounts payable of the Business as of the Closing Date, including legal expenses accrued but unpaid as of the Closing Date related to any Litigation to which Seller or its Subsidiaries are party, in each case, whether invoiced before or after Closing; (g) all Cure Costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Purchased Assets, including the Purchased Contracts and the Purchased Leases as finally determined by the Bankruptcy Court (<i>provided</i>, that, in no event shall Buyer be liable for any Cure Costs); (h) any pending or threatened Litigation with respect to any events, acts or circumstances occurring prior to the Closing; and (i) any Liabilities set forth on <u>Section 1.1.2(i)</u> of Seller Disclosure Schedules.</p> <p><i>See APA Art. I § 1.1.</i></p> <p>Excluded Liabilities. Notwithstanding anything to the contrary in the APA or any Ancillary Agreement, neither Buyer nor any of its Affiliates shall assume, nor shall they be or become responsible for, any Excluded Liabilities or any Liabilities of Seller or any of its Subsidiaries, other than the Assumed Liabilities. For greater certainty, the Excluded Liabilities shall remain the sole obligation and responsibility of Seller and its Subsidiaries.</p>

Provision	Summary Description
Sale of Property Free and Clear of Leasehold Interest, License, or Other Right	<p><i>See APA Art. II § 2.2.</i></p> <p>Except as set forth in <u>Section 3.1.7(a)</u> of Seller Disclosure Schedules, Seller has good and valid title to, a valid leasehold interest in or the right to use, all of the Purchased Assets that is necessary for Seller to operate the Business in all material respects. Upon the entry and effectiveness of the Sale Order, Seller will have the power and right to sell, assign, transfer, convey and deliver, as the case may be, to Buyer the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances and Assumed Liabilities. Other than Encumbrances that will be released upon the entry and effectiveness of the Sale Order, Seller owns or has rights to, and upon delivery to Buyer at the Closing will transfer to Buyer, good title to or a valid leasehold interest in all of the Purchased Assets, free and clear of all Encumbrances, except for Permitted Encumbrances and Assumed Liabilities.</p> <p><i>See APA, Art. III § 3.1.7(a).</i></p>
Buyer Expense Reimbursement	<p>The Buyer may terminate the APA if certain conditions are met:</p> <ul style="list-style-type: none"> (a) if there is a material breach of the Sale Order or the APA by the Seller such that the conditions of Closing set forth in <u>Section 6.2.1</u> or <u>Section 6.2.2</u> would not be satisfied and the breach is not cured within twenty (20) days following Notice of such breach by the Buyer, then the APA will be terminated; (b) if (a) the Bankruptcy Court has not approved and entered the Sale Order prior to 11:59 p.m. (Eastern Time) on May 15, 2025 (unless further extended upon mutual agreement by Buyer and Seller in writing (email to counsel being sufficient)), (b) following entry of the Sale Order if such Sale Order is not a Final Order (unless such Final Order requirement is waived by Seller and Buyer in their respective discretion) within fourteen (14) days of entry of the Sale Order, or (c) the Bankruptcy Court enters any Order materially inconsistent with the Sale Order or the consummation of this Agreement and such order is not reversed, modified or amended to the satisfaction of Buyer within thirty (30) days; <i>provided</i>, that the right to terminate this Agreement under this <u>Section 8.1.3</u> shall not be available to Buyer if Buyer failed to fulfill any material obligation under this Agreement and such failure is the cause of, or resulted in, such stay, reversal, modification, amendment or vacation; (c) if Seller seeks to have the Bankruptcy Court enter an order (or consents to or does not oppose entry of an order) (a) dismissing the Chapter 11 Cases or converting the Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code, (b) appointing a trustee, receiver or other Person responsible for operation or administration of Seller or its business or assets, or a responsible officer for Seller, or an examiner with enlarged powers relating to the operation or administration of Seller or its business or assets (each, an "<u>Appointee</u>"); <i>provided</i>, that Appointee shall not include any chief restructuring officer that has been or that may be appointed by Seller and authorized by the Bankruptcy Court in the Chapter 11 Cases, or (c) if Seller files any stand-alone plan of reorganization or liquidation, in each case, that does not contemplate consummation of the Transactions (or announces support of any such plan filed by any other party); (d) if (a) the Bankruptcy Court enters any Final Order that would reasonably be expected to prevent, impede or materially delay the consummation of the Transactions in accordance with the terms of this Agreement or (b) any creditor of Seller obtains a final and unstayed Order of the Bankruptcy Court granting relief from the automatic stay to foreclose on any material portion of the Purchased Assets; or

Provision	Summary Description
	<p>(e) if Seller fails to file the Sale Motion within five (5) Business Days after execution of this Agreement.</p> <p>If the Buyer terminates due to any of the above circumstances, within three (3) Business Days of such termination, Buyer shall receive reimbursement from Seller (by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller) for Buyer's reasonable fees, costs, expenses in an amount not to exceed \$3,000,000 (the "<u>Buyer Expense Reimbursement</u>").</p> <p><i>See APA, Art. VIII § 8.1.</i></p>
6004(h) and 6004(d) Waivers Local Rule 6004-1(b)(iv)(O)	<p>In order to close the Sale prior to the Outside Date, the Seller seeks a waiver of the stay imposed by Bankruptcy Rules 6004(h) or 6006(d).</p>

Basis for Relief Requested

I. The Sale Is a Sound Exercise of the Debtors' Business Judgment, Is Appropriate Pursuant to Bankruptcy Rule 6004(f), and Should be Approved.

16. Section 363(b) of the Bankruptcy Code provides that “[t]he [debtor in possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” In determining whether to authorize the use, sale, or lease of property of the estates under section 363 of the Bankruptcy Code, “courts require the debtor to show that a sound business purpose justifies such actions.” *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (Bankr. D. Del. 1999); *see, e.g.*, *In re ICL Holding Co., Inc.*, 802 F.3d 547, 551 (3d Cir. 2015). The “sound business purpose” test requires a debtor to establish that: “(1) a sound business purpose [for the sale] exists; (2) the [total consideration] is fair; (3) the debtor has provided adequate and reasonable notice; and (4) the purchaser has acted in good faith.” *In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *2 (D. Del. May 20, 2002) (citing *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991)); *see also In re Exaeris, Inc.*, 380 B.R. 741, 744 (Bankr. D. Del. 2008). The Debtors submit that the Sale satisfies each of these elements.

- ***A sound business purpose for the Sale exists.*** The Debtors submit that the proposed

Sale is a sound exercise of the Debtors' business judgment. Among other things, the Purchased Assets were not meeting the Debtors' profitability targets. The value generated by the Sale therefore outweighs any potential future benefits of maintaining the Purchased Assets. Consummating the Sale on the terms set forth in the APA will allow the Debtors to maximize the value of the Debtors' estates. Further, the Debtors are able to consummate the Sale with minimal disruption to customer operations. To that end, the APA contemplates, and the Ancillary Agreements include, a Transition Services Agreement that provides for the smooth transition of operational and financial information, which in turn maintains the continuity of customer operations.

- ***The total consideration is fair.*** After engaging in good-faith, arm's-length negotiations, the Parties agreed on the applicable purchase price in cash for the Purchased Assets, which totals approximately \$193.5 million in cash consideration (subject to the Net Adjustment Amount) *plus* the assumption of certain Assumed Liabilities. The \$193.5 million in cash will be increased or decreased by the Net Adjustment Amount prior to payment in accordance with the terms and conditions set forth in the APA. The Debtors and their advisors analyzed the Purchase Price and (a) concluded it measured favorably against comparable transactions and (b) determined that further marketing of the Purchased Assets would be unlikely to yield additional value. The value generated by the Sale outweighs any benefits of maintaining the Purchased Assets.
- ***The Debtors have provided adequate and reasonable notice.*** The Debtors have provided adequate and reasonable notice to all interested persons—the Debtors, with the assistance of Ducera, solicited interest from 208 parties through the Marketing Process as of the date hereof, and only the Buyer submitted a viable bid worthy of pursuit. This robust level of marketing, combined with the sustained interest from the Buyer and the strength of the terms of the Sale, reflects the comprehensiveness of the marketing of the Purchased Assets and demonstrates that notice was provided to all parties in interest.
- ***The Buyer has acted in good faith.*** As more fully described herein, the Buyer is an unaffiliated third party acting for bona fide commercial purposes. The Debtors agreed to sell the Purchased Assets to the Buyer following a fair and extensive negotiation process.

17. Once a debtor articulates a valid business justification, then the burden of rebutting the “strong presumption . . . that the agreement at issue was negotiated in good faith and in the best interests of the estate” falls to parties opposing the transaction. *In re Filene's Basement*, No. 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014); *see also* *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49

(2d Cir. 1993). Thus, if a debtor satisfies the business judgment rule, the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

18. Moreover, Bankruptcy Rule 6004(f)(1) authorizes a debtor to sell estate property outside of the ordinary course of its business by private sale or public auction. Courts generally afford debtors in possession broad discretion in determining the manner in which estate property is sold. *See, e.g., In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998). Sales by a debtor outside of the ordinary course of business are appropriate where the debtor demonstrates that the sale is permissible pursuant to section 363 of the Bankruptcy Code. *See In re Stephens Indus., Inc.*, 789 F.2d 386, 390 (6th Cir. 1986) (holding a debtor may sell property via private sale “when a sound business purpose dictates such action”); *In re Schipper*, 933 F.2d 513 (7th Cir. 1991) (approving private real estate sale by debtor when purchase price was the same as independent appraisal); *In re Woodscape Ltd. P'ship*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (noting that, with respect to sales of estate property, “[t]here is no prohibition against a private sale . . . and there is no requirement that the sale be by public auction.”); *In re Paper Corp. of Am.*, 138 F.Supp. 29 (S.D.N.Y. 1956) (holding that the trustee’s inability to sell the property after “many months . . . was sufficient to warrant the private sale.”); *see also In re Blue Coal Corp.*, 168 B.R. 553, 564 (M.D. Penn. 1994) (“[A] larger measure of discretion is available to the court in considering whether a private bid should be approved or confirmed.”).

19. Selling the Purchased Assets is in the best interests of the Debtors’ estates and should be approved. The Debtors believe that a public auction for the Purchased Assets would require the Debtors’ estates to incur substantial additional costs and create undue delay and would not result in any incremental value. A sale of the Purchased Assets under the terms and conditions of the APA—as opposed to a lengthy public auction process—will allow the Debtors to avoid

incurring additional operating and lease expenses associated with the retail locations, thereby preserving value for the Debtors' estates and all stakeholders. Additionally, the Debtors believe that the Buyer is uniquely positioned to fully appreciate the value in the Purchased Assets, and that, despite a robust prepetition marketing process and subsequent postpetition marketing efforts, it is unlikely that another purchaser would come forward within a reasonable time frame with a higher or otherwise better offer. The Debtors believe that the Sale comports with the long-term strategic initiatives of the Debtors and is value-maximizing. Accordingly, the Debtors have determined that entry into the APA and consummation of the Sale is in the best interests of their estates and all stakeholders.

20. Courts in this jurisdiction have authorized sales pursuant to section 363 of the Bankruptcy Code. *See, e.g., In re Sunpower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 29, 2024) (authorizing a private sale of certain of the debtors' assets without bidding procedures or an auction); *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Mar. 11, 2024) (same); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. Mar. 27, 2023) (same); *In re Indep. Pet Partners Holdings, LLC*, No. 23-10153 (LSS) (Bankr. D. Del. Feb. 24, 2023); and *In re Boy Scouts of Am.*, No. 20-10343 (LSS) (Bankr. D. Del. Apr. 22, 2022) (same).

II. The Sale Free and Clear of Liens and Other Interests Is Authorized by Section 363(f) of the Bankruptcy Code.

21. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- (2) such entity consents;

- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

Because these requirements are listed in the disjunctive, the Debtors only need to satisfy one of the five requirements to permit the Purchased Assets to be sold “free and clear” of liens and interests. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002). The Debtors submit that each lien or interest in the Purchased Assets, except with respect to any Assumed Liabilities or Permitted Encumbrances, satisfies at least one of the five conditions of section 363(f) of the Bankruptcy Code. The Debtors further submit that any interest that will not be an Assumed Liability or Permitted Encumbrance satisfies at least one of the five conditions of section 363(f) of the Bankruptcy Code, and that any such interest will be adequately protected by either being paid in full at the time of closing or by attaching to the net proceeds of the Sale, subject to any claims and defenses the Debtors may possess with respect thereto.

22. Importantly, the requisite DIP Lenders and Prepetition First Lien Lenders under the DIP Facility and the First Lien Term Loan Facility consented to the Sale on the condition that, among other things, (a) the DIP Liens and the Prepetition First Lien Liens attach to the proceeds of the Sale with the same validity, force, and effect that such DIP Liens and Prepetition First Lien Liens had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto, and (b) the proceeds of the Sale shall be distributed in accordance with the DIP Credit Agreement and the Final DIP Order. Further, to the extent any prepetition secured lenders have a prepetition security interest in and liens upon the Purchased Assets, these creditors can be compelled to accept a monetary satisfaction of their interests or are adequately

protected by having their claims that constitute interests in the Purchased Assets, if any, attach to the proceeds of the Sale with the same priority that existed immediately prior to the closing. Thus, section 363(f)(5) of the Bankruptcy Code is satisfied and any existing interests in the Purchased Assets will be adequately protected through attachment to the proceeds of the Sale. *See In re Katy Indus.*, No. 17-11101 (KJC), 2017 WL 5434578, at *5 (Bankr. D. Del. 2017) (finding that holders of liens against property sold free and clear of all liens are “adequately protected by having their Encumbrances, if any, attach to the cash proceeds of the Sale attributable to the Purchased Assets in which such holder alleges an Encumbrance”); *see also MacArthur Co. v. Johns-Manville Corp.*, 837 F.2d 89, 94 (2d Cir. 1988) (“It has long been recognized that when a debtor’s assets are disposed of free and clear of third-party interests, the third party is adequately protected if his interest is assertable against the proceeds of the disposition.”).

23. Accordingly, the Debtors request that the Purchased Assets be transferred to the Buyer free and clear of liens, claims, and encumbrances, other than Assumed Liabilities and Permitted Encumbrances, with any such liens, claims, and encumbrances attaching to the net sale proceeds realized from the Sale.

III. The Buyer Is a Good-Faith Purchaser and Is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code.

24. Section 363(m) of the Bankruptcy Code provides that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith[.]” Although good faith is not specifically defined in the Bankruptcy Code, one court has stated that the “[g]ood faith of a purchaser is shown by the integrity of his conduct during the course of the sale proceedings . . . A purchaser’s good faith is lost by fraud, collusion between the purchaser and other bidders or the trustee, or an attempt

to take grossly unfair advantage of other bidders.” *In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (internal quotations omitted). Within the Third Circuit, a good faith purchaser is one who purchases assets for value and in good faith. *See In re Abbotts Dairies of Pa.*, 788 F.2d 143, 147 (3d Cir. 1986). “The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Abbotts Dairies of Pa.*, 788 F.2d at 147.

25. The Debtors submit that the Buyer is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and that the APA is a good faith agreement on arms’-length terms entitled to the protections of section 363(m) of the Bankruptcy Code. All Parties were represented by competent counsel and all negotiations in connection with the APA and the Sale contemplated therein were conducted on an arm’s-length, good-faith basis. There is no indication of fraud or any improper insider dealing. Further, the consideration to be received by the Debtors for the Purchased Assets pursuant to the APA is substantial, fair, and reasonable under the circumstances.

26. The Sale was evaluated and approved by the Debtors in consultation with their advisors and the Ad Hoc Group, the Freedom Lender Group, and the Creditors’ Committee. Additionally, the Buyer and the Debtors are wholly unrelated, share no officers, directors, shareholders, incorporators, employees, or economic interests—other than as embodied in the Sale—in common, and the Buyer is not an “insider” as that term is defined in section 101(31) of the Bankruptcy Code. Accordingly, the Debtors request that the Court enter an order entitling the APA and the Parties to the Sale to the full protections of section 363(m) of the Bankruptcy Code.

IV. The Assumption and Assignment of the Purchased Contracts and Purchased Leases Should Be Approved.

A. The Assumption and Assignment of the Purchased Contracts and the Purchased Leases Reflects the Debtors' Reasonable Business Judgment.

27. Assumption and assignment of the Purchased Contracts and Purchased Leases in connection with the Sale reflects the Debtors' sound business judgment. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign their executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such executory contracts and unexpired leases are cured and adequate assurance of future performance is provided. A debtor's decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Grp. of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying section 77(b) of the Bankruptcy Act, predecessor to section 365 of the Bankruptcy Code, and rejecting the test of whether an executory contract was burdensome in favor of whether rejection is within a debtor's business judgment); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the [Bankruptcy] Code."); *In re S.A. Holding Co., LLC*, 357 B.R. 51, 56 (Bankr. D.N.J. 2006) (applying the business judgment test in determining whether to approve a contract rejection); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002) ("Although the [Bankruptcy Code] does not provide the standard to be applied in determining the propriety of the [debtor's] decision [to assume or reject a contract], most Circuits, including the Third Circuit have adopted the business judgment test.").

28. Here, the Court should approve the decision to assume and assign the Purchased Contracts and the Purchased Leases in connection with the Sale as a sound exercise of the Debtors' business judgment. The Purchased Contracts and Purchased Leases—which include, among other things, customer and supplier contracts, real property leases, intellectual property agreements, and liabilities related thereto—are necessary to manage the day-to-day operations of the Purchased Assets, and the assumption and assignment of the Purchased Contracts and the Purchased Leases are therefore essential to inducing the best offer for the Purchased Assets. The assumption and assignment of the Purchased Contracts and the Purchased Leases is necessary and appropriate under the circumstances in connection with the Sale, is integral to the Debtors' overall restructuring efforts, and the Buyer has demonstrated that it can reasonably carry on the obligations under the Purchased Contracts and the Purchased Leases. Importantly, the counterparties to the Purchased Contracts and the Purchased Leases will be treated fairly and equitably, as all existing defaults under the Purchased Contracts and the Purchased Leases will be promptly cured by the Debtors as described below. Accordingly, the Debtors submit that the assumption of the Purchased Contracts and the Purchased Leases and their assignment to the Buyer should be approved as a sound exercise of the Debtors' business judgment.

B. Defaults Under the Purchased Contracts and Purchased Leases will be Cured in Connection with the Sale.

29. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract or unexpired lease is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code. Specifically, before assumption will be permitted, a debtor must (a) cure existing defaults or provide adequate assurance that cure will promptly occur, (b) compensate any party to the agreement that has suffered actual pecuniary loss as a result of default or provide adequate

assurance of prompt compensation to the injured party, and (c) provide adequate assurance of future performance under the agreement. *In re Carlisle Homes, Inc.*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988); *see also* *Cinicola v. Scharffenberger*, 248 F.3d 110, 120 (3d Cir. 2001) (“Before an executory contract may be assigned, the trustee first must assume the contract and ‘adequate assurance of future performance’ of the contract must be provided.”). This section “attempts to strike a balance between two sometimes competing interests, the right of the contracting non debtor to get the performance it bargained for and the right of the debtor’s creditors to get the benefit of the debtor’s bargain.” *Id.* (*quoting In re Bon Ton Restaurant & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)).

30. Here, the statutory requirements of section 365(b)(1)(A) of the Bankruptcy Code will promptly be satisfied because the applicable Debtor or Debtors will cure all defaults associated with, or required to properly assume and assign, the Purchased Contracts and the Purchased Leases on, prior to, or after the Closing Date, as applicable, in accordance with the terms of the APA. The Debtors believe that if any defaults exist that must be cured, such cure will be achieved fairly, efficiently, properly, and consistently with the Bankruptcy Code. In conjunction with or following consummation of the Sale, the applicable Debtor or Debtors will pay all identified and outstanding obligations under the Purchased Contracts and the Purchased Leases and will perform all of their undisputed prepetition obligations in connection with the assumption and assignment of any Purchased Contract and the Purchased Lease.

31. Further, the Purchased Contracts and the Purchased Leases and the related amounts required to cure all defaults or other obligations thereunder pursuant to section 365 of the Bankruptcy Code are listed on Schedule 1 of the Sale Order (as may be amended or modified from time to time, the “Cure Schedule,” and the related costs, collectively, the “Cure Costs”). On the

date hereof, the applicable Debtor or Debtors will serve each non-Debtor counterparty to a Purchased Contract or Purchased Lease with the Motion, the Sale Order, and the Cure Schedule, notifying such counterparty (a) that the Purchased Contract or the Purchased Lease may be assumed and assigned to the Buyer in connection with the Sale and (b) of the proposed Cure Cost associated with the relevant Purchased Contract or Purchased Lease. Objections to the proposed assumption and assignment of a Purchased Contract or Purchased Lease (including with respect to the proposed Cure Cost) must (i) be in writing, (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (iii) state, with specificity, the legal and factual bases thereof, including the Cure Cost that the counterparty believes is required to cure defaults under the relevant Purchased Contract or Purchased Lease if different from the Cure Cost set forth in Schedule 1, and (iv) be filed with the Court (contemporaneously with a proof of service) by no later than (A) April 29, 2025 (which shall be no less than 14 days after the date of notice) or (B) for any Purchased Contract or Purchased Lease added to Schedule 1 after April 15, 2025, 14 days after service of the notice to such Purchased Contract or Purchased Lease counterparty (each, an “Assignment Objection”).

32. If a counterparty to a Purchased Contract or Purchased Lease fails to properly and timely file and serve an Assignment Objection in accordance with paragraph 31 of this Motion, the counterparty shall be forever barred from asserting any objection with regard to the assumption or assignment of its Purchased Contract or Purchased Lease, as applicable, and notwithstanding anything to the contrary in the Purchased Contract or Purchased Lease or any other document, the Cure Costs set forth in the Cure Schedule shall be the only amount necessary to cure outstanding defaults under the applicable Purchased Contract or Purchased Lease under section 365 of the Bankruptcy Code.

33. In the event of a dispute between the applicable Debtor or Debtors and a counterparty to any Purchased Contract or Purchase Lease with respect to a Cure Cost for which there is an unresolved objection, the Seller proposes that it will promptly pay the appropriate amount, on the date that is five (5) Business Days after the date on which: (a) the applicable Debtor or Debtors reach agreement on the amount of the cure with the applicable counterparty; or (b) the Court has entered an order fixing such amount. The applicable Debtor or Debtors propose that any Cure Costs be satisfied pursuant to the APA. For the avoidance of doubt, the Debtors are not seeking to impair any cure claims.

34. Similarly, the requirement of section 365(b)(1)(C) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied here. “The phrase ‘adequate assurance of future performance,’ adopted from section 2-609(1) of the Uniform Commercial Code, is to be given a practical, pragmatic construction based upon the facts and circumstances of each case. Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.” *Carlisle Homes*, 103 B.R. at 538 (internal citations omitted). Among other things, adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See In re Filene’s Basement*, 2014 WL 1713416, at *12 (holding that a contract could be assigned because the assignee had the financial ability to perform the contract obligations going forward and would not fail to perform the contract’s obligations at risk of losing a significant investment); *In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (holding that adequate assurance of future performance is present where a prospective assignee has the financial resources and has expressed a willingness to devote sufficient funding to a business to give it a strong likelihood of succeeding).

35. Here, the Buyer is a well-capitalized, sophisticated private investment firm primarily focused on businesses in transition. The Debtors evaluated the financial wherewithal of the Buyer before finalizing the APA (e.g., financial credibility, willingness, and ability of the Buyer to perform under executory contracts and unexpired leases). The Buyer has demonstrated such financial wherewithal, willingness, and ability to perform under the Purchased Contracts and the Purchased Leases. As such, the Buyer is equipped to step into the Debtors' position as operator of the Purchased Assets.

V. The Buyer Expense Reimbursement Has a Sound Business Purpose and Should be Approved.

36. The Debtors are also seeking approval of the Buyer Expense Reimbursement under section 8.1 of the APA. Specifically, if, prior to the Closing Date, the Buyer terminates the APA in accordance with sections 8.1.2, 8.1.3, 8.1.4, 8.1.8, or 8.1.9 of the APA, then, within three (3) Business Days of such termination, the Buyer shall receive reimbursement from the Seller for its reasonable fees, costs, and expenses in an amount not to exceed \$3 million in accordance with the applicable terms and conditions of the APA. Bid protections are a normal and necessary component of significant sales conducted in chapter 11 to protect the potential buyer from circumstances where a debtor determines not to proceed with the signing and closing of the sale. *See In re Integrated Res. Inc.*, 147 B.R. 650, 659–61 (S.D.N.Y. 1992) (“break-up fees can be *necessary* to discharge the directors’ duties to maximize value . . . [and] ensure that a bidder does not retract its bid”) (emphasis in original); *In re Hupp Indus.*, 140 B.R. 191, 194 (Bankr. N.D. Ohio 1997) (without any reimbursement, “bidders would be reluctant to make an initial bid for fear that their first bid will be shopped around for a higher bid from another bidder who would capitalize on the initial bidder’s...due diligence”); *In re 995 Fifth Ave. Assocs.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (finding that bidding incentives may be “legitimately necessary to convince a white knight to enter

the bidding by providing some form of compensation for the risks it is undertaking") (citations omitted).

37. As a result, courts regularly approve such buyer protections in connection with proposed bankruptcy sales where a proposed fee or reimbursement provides a benefit to the estate. *See In re Energy Future Holdings Corp.*, 904 F.3d 298 (3d Cir. 2018) (holding that “[T]he allowability of break-up fees. . . depends upon the requesting party’s ability to show that the fees [a]re actually necessary to preserve the value of the estate.”) (citing *In re O’Brien Envtl. Energy, Inc.*, 181 F.3d 527, 535 (3d Cir. 1999)) (alterations in original); *In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010) (same).

38. The Debtors submit that the Buyer Expense Reimbursement is amply justified, within the Debtors’ business judgment, and in the best interests of the Debtors’ estates and their creditors. The Debtors believe, and the Buyer has represented that, the Buyer Expense Reimbursement is a material inducement for the Buyer’s commitment to purchase the Purchased Assets. The Sale, including the Buyer Expense Reimbursement, has been thoroughly negotiated, and the Debtors were able to achieve other material concessions from the Buyer in exchange for providing the Buyer Expense Reimbursement.

39. Additionally, the benefits provided by the Sale and the Transactions will far outweigh the potential costs associated with the Buyer Expense Reimbursement, especially since the Buyer Expense Reimbursement will only be paid to the extent that the APA is terminated by the Buyer in accordance with section 8.1 of the APA. Accordingly, the Debtors believe that the Buyer Expense Reimbursement is reasonable and appropriate under the circumstances of the Sale. As such, the Debtors respectfully request that the Court approve the Buyer Expense Reimbursement.

VI. Relief Under Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

40. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” Additionally, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” The Debtors request that the Sale Order be effective immediately upon its entry by providing that the 14-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

41. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *In re Filene’s Basement*, 2014 WL 1713416, at *14; see Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the 14-day stay period, the leading treatise on bankruptcy suggests that the 14-day stay should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to procedure.” See 10 *Collier on Bankruptcy* ¶ 6004.11, ¶ 6004.04 (16th rev. ed. 2014). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. See *id.*; *In re Filene’s Basement*, 2014 WL 1713416, at *14 (reducing the stay to seven days from the date of entry of the sale order).

42. Time is of the essence in closing the Sale and the Transactions, and the Seller and the Buyer seek to close the Sale as soon as practicable to maximize the value received for the Purchased Assets and reduce the accrual of administrative expenses relating to such assets.

Additionally, there is no credible basis for concluding that a delay in the Sale would result in a higher or otherwise better offer for the Purchased Assets, and absent the relief requested in this Motion, the closing process would likely be delayed, thereby placing the consummation of the Sale in jeopardy. Accordingly, the Debtors hereby request that the Court waive the 14-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Reservation of Rights

43. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law.

Notice

44. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the Creditors' Committee; (c) counsel to the ABL Lenders; (d) counsel to the Ad Hoc Group of First Lien Lenders; (e) counsel to the Second Lien Term Loan Lenders; (f) counsel to the HoldCo Lenders; (g) counsel to the DIP Agent; (h) counsel to the DIP Lenders; (i) counsel to the Buyer; (j) all parties to the Purchased Contracts and Purchased Leases to be assumed and assigned in connection with the Sale; (k) all known holders of Encumbrances secured by the Purchased Assets; and (l) any party that is entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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WHEREFORE, the Debtors request entry of the Sale Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: April 15, 2025
Wilmington, Delaware

/s/ Allison S. Mielke

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*Co-Counsel to the Debtors
and Debtors in Possession*

*Co-Counsel to the Debtors
and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
FRANCHISE GROUP, INC., <i>et al.</i> ¹	)	Case No. 24-12480 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Hearing Date: May 6, 2025, at 11:30 a.m. (ET)
	)	Obj. Deadline: April 29, 2025, at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING FRANCHISE GROUP
INTERMEDIATE V, LLC TO ENTER INTO AND PERFORM
ITS OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT,
(II) APPROVING THE SALE OF CERTAIN ASSETS FREE AND CLEAR
OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on April 15, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing Franchise Group Intermediate V, LLC to Enter into and Perform its Obligations Under the Asset Purchase Agreement, (II) Approving the Sale of Certain Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and*

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy’s Newco, LLC (5404), Buddy’s Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260), Franchise Group Newco BHF, LLC (4123), Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies “Plus”, LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors’ headquarters is located at 2371 Liberty Way, Virginia Beach, Virginia 23456.

Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).²

PLEASE TAKE FURTHER NOTICE that, as contemplated under the APA, certain of the Debtors’ executory contracts and unexpired leases (including, without limitation, any and all amendments, modifications, side letters, memoranda of understanding, documents incorporated by reference, attachments, and exhibits thereto) (each, a “Purchased Contract” or a “Purchased Lease,” as applicable) listed on Schedule 1 to the Sale Order will be assumed or assumed and assigned on, prior to, or after the Closing Date of the Sale without the need for any further notice to or action, order, or approval of the Court pursuant to section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE THAT YOU MAY BE RECEIVING THIS NOTICE BECAUSE THE DEBTORS’ RECORDS REFLECT THAT YOU MAY BE A PARTY TO A PURCHASED CONTRACT OR PURCHASED LEASE THAT WILL BE ASSUMED AND ASSIGNED PURSUANT TO THE SALE. THEREFORE, YOU ARE ADVISED TO CAREFULLY REVIEW SCHEDULE 1 TO THE SALE ORDER, THE APA, AND THE INFORMATION CONTAINED IN THIS NOTICE.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in Motion must: (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state, with specificity, the legal and factual bases thereof, including the Cure Cost that the counterparty believes is required to cure defaults under the relevant Purchased Contract or Purchased Lease if different from the Cure Cost set forth in Schedule 1 to the Sale Order, if applicable; (d) be filed with the Court by no later than **4:00 p.m. (prevailing Eastern Time) on April 29, 2025** (which shall be no less than 14 days after the date of notice); and (e) be served upon the Objection Notice Parties (as defined below).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the assumption and assignment of the Purchased Contracts or Purchased Leases must: (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state, with specificity, the legal and factual bases thereof, including the Cure Cost that the counterparty believes is required to cure defaults under the relevant Purchased Contract or Purchased Lease if different from the Cure Cost set forth in Schedule 1 to the Sale Order, if applicable; (d) be filed with the Court by no later than **4:00 p.m. (prevailing Eastern Time) on May 3, 2025** (which shall be no less than 14 days after the date of notice); and (e) be served upon the Objection Notice Parties (as defined below).

PLEASE TAKE FURTHER NOTICE that a timely filed and properly served objection to the assumption and assignment of a Purchased Contract or Purchased Lease will only reserve the counterparty’s rights relating to the Purchased Contract or the Purchased Lease, as applicable,

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the *Seventh Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates* [Docket No. 1233], as applicable.

but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.

PLEASE TAKE FURTHER NOTICE that if a counterparty to a Purchased Contract or Purchased Lease fails to properly and timely file and serve an objection in accordance with the Motion and this notice, the counterparty shall be forever barred from asserting any objection with regard to the assumption and assignment of its Purchased Contract or Purchased Lease, as applicable, and notwithstanding anything to the contrary in the Purchased Contract or Purchased Lease or any other document, the Cure Costs set forth on Schedule 1 to the Sale Order shall be the only amount necessary to cure outstanding defaults under the applicable Purchased Contract or Purchased Lease under section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the objection notice parties are: (a) co-counsel for the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Joshua A. Sussberg, P.C. (jsussberg@kirkland.com), Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com), and Derek I. Hunter (derek.hunter@kirkland.com), Brian J. Nakhaimousa (brian.nakhaimousa@kirkland.com), and Maddison Levine (maddison.levine@kirkland.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Edmon L. Morton, Esq. (emorton@ycst.com) and Matthew B. Lunn, Esq. (mlunn@ycst.com); (b) counsel to the Creditors' Committee, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899, Attn: Bradford J. Sandler, Esq. (bsandler@pszjlaw.com) and Colin R. Robinson, Esq. (crobinson@pszjlaw.com), and 780 Third Avenue, 34th Floor, New York, NY 10017, Attn: Robert J. Feinstein, Esq. (rfeinstein@pszjlaw.com), Alan J. Kornfeld, Esq. (akornfeld@pszjlaw.com), and Theodore S. Heckel, Esq. (theckel@pszjlaw.com); (c) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Timothy J. Fox, Esq. (timothy.fox@usdoj.gov); (d) counsel to the DIP Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004, Attn: Gregg Bateman, Esq. (bateman@sewkis.com), Sagar Patel, Esq. (patel@sewkis.com), and Michael Danenberg, Esq. (danenberg@sewkis.com); (e) counsel to the DIP Lenders and Ad Hoc Group, (i) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein, Esq. (jaymegoldstein@paulhastings.com), Jeremy Evans, Esq. (jeremyevans@paulhastings.com), and Isaac Sasson, Esq. (isaacsasson@paulhastings.com), and (ii) Landis Rath & Cobb LLP, 919 N. Market Street Suite 1800, Wilmington, DE 19317, Attn: Adam G. Landis, Esq. (landis@lrclaw.com) and Matthew McGuire, Esq. (mcguire@lrclaw.com); (f) counsel to the ABL Lenders, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Jennifer Ezring, Esq. (Jennifer.Ezring@lw.com), James Ktsanes, Esq. (James.Ktsanes@lw.com) and Andrew Sorkin, Esq. (andrew.sorkin@lw.com); (g) counsel to the Second Lien Lenders, White & Case LLP, 200 S Biscayne Blvd, Miami, FL 33131, Attn: Thomas Lauria, Esq. (tlauria@whitecase.com), and 111 S. Wacker Dr., Suite 5100, Chicago, IL 60606, Attn: Bojan Guzina, Esq. (bojan.guzina@whitecase.com); and (h) counsel to the HoldCo Lenders at the address set forth in (g) above, and (m) the Fee Examiner, Don F. Oliver (dfr.dfo@gmail.com), Direct Fee Review LLC, 24A Trolley Square, #1225, Wilmington, Delaware, 19806 (collectively, the "Objection Notice Parties").

PLEASE TAKE FURTHER NOTICE that a hearing at which the Court will consider the Motion and approval of the Sale will commence on May 6, 2025, or as soon thereafter as counsel may be heard, before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge for the District of Delaware, 824 Market Street, Courtroom #2, Sixth Floor, Wilmington, Delaware 19801. Only objections made in writing and timely filed will be considered by the Court at such hearing. If you fail to respond in accordance with this notice, the Court may grant the relief demanded by the Motion without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that copies of the Motion and other related documents may be obtained: (a) by visiting the Debtors' restructuring website: <https://cases.ra.kroll.com/FRG> and clicking the link on the left-hand side of the website landing page titled "Plan and Disclosure Statement;" (b) upon written request to the Debtors' solicitation agent, Kroll Restructuring Administration LLC (the "Solicitation Agent"), at Franchise Group, Inc. Solicitation Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (c) by contacting the Solicitation Agent via telephone at (844) 285-4564 (U.S./Canada toll free) or +1 (646) 937-7751 (International); or (d) for a fee, from the Bankruptcy Court's website, www.deb.uscourts.gov (a PACER account is required). A PACER login and password can be obtained through the PACER Service Center at <https://www.pacer.gov>.

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Dated: April 19, 2025
Wilmington, Delaware

/s/ Allison S. Mielke

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*Co-Counsel to the Debtors
and Debtors in Possession*

*Co-Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Proposed Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
FRANCHISE GROUP, INC., <i>et al.</i> ¹	)	Case No. 24-12480 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. [●]

**ORDER (I) AUTHORIZING FRANCHISE GROUP
INTERMEDIATE V, LLC TO ENTER INTO AND PERFORM ITS
OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT,
(II) APPROVING THE SALE OF CERTAIN ASSETS FREE AND CLEAR
OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing Franchise Group Intermediate V, LLC to Enter into and Perform its Obligations Under the Asset Purchase Agreement, (II) Approving the Sale of Certain Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief*

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy's Newco, LLC (5404), Buddy's Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260), Franchise Group Newco BHF, LLC (4123), Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies "Plus", LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors' headquarters is located at 2371 Liberty Way, Virginia Beach, Virginia 23456.

Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order (this “Sale Order”): (a) authorizing and approving the Debtors’ entry into and performance under the APA, substantially in the form attached hereto as Exhibit 1; (b) authorizing and approving the sale of the Purchased Assets free and clear of any and all mortgages, liens (statutory or otherwise, including as defined in section 101(37) of the Bankruptcy Code), claims, licenses, sublicenses, pledges, security interests, charges, hypothecations, restrictions (including restrictions on transfer or use), claims of ownership, leases, subleases, options, rights of use or possession, preferences, encroachments, restrictive covenants, rights of first offer or refusal, title or survey defects, or other encumbrances or similar restrictions of any kind (collectively, the “Encumbrances”), except Permitted Encumbrances and Assumed Liabilities; (c) authorizing the assumption and assignment of the Purchased Contracts and the Purchased Leases; and (d) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the APA, the *Seventh Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates* [Docket No. 1233], or the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 414] (the “Final DIP Order”), as applicable.

having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, at a hearing before this Court (the "Sale Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:**

I. Jurisdiction, Venue, and Final Order.

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 2002-1, 6004-1, and 9013-1.
4. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), any other applicable Bankruptcy Rules or Local Rules, and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court

expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein.

5. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

II. Notice of the APA, the Sale, and the Sale Hearing.

6. As evidenced by the affidavits of service filed with the Court [Docket Nos. 685, 735, 907, and 1008, due, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Motion, the APA, the Sale, the Sale Hearing, this Sale Order, the assumption and assignment of the Purchased Contracts and the Purchased Leases, and the Cure Schedule (as defined herein) was provided to all parties entitled thereto in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Rules 2002-1(b) and 6004-3. No other or further notice of, other opportunity to object to, or other opportunity to be heard regarding the Motion or the entry of this Sale Order need be given to any entity.

III. Disclosures.

7. The disclosures made by the Debtors in the Motion and related documents filed with the Court concerning the Sale are sufficient under the circumstances.

IV. Good Faith of the Debtors and the Buyer.

8. The Sale and the Transactions, including, but not limited to, the marketing and sale process engaged in by the Debtors and the Buyer and entry into the APA, are non-collusive, in good faith, from arm's-length bargaining positions, and substantively and procedurally fair to all

parties in interest. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the APA or the Sale to be avoided, or for any costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

9. As further described in the Motion and as demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing, if any, and (b) the arguments and representations of counsel made on the record at the Sale Hearing, if any, substantial marketing efforts and a competitive sale process were conducted and, among other things, (i) the Buyer in no way induced or caused any chapter 11 filing by the Debtors, (ii) all payments to be made by the Buyer in connection with the Sale have been disclosed, and (iii) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets. The Buyer is consummating the Sale in good faith and is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and is not an “insider” of any Debtor (as defined under section 101(31) of the Bankruptcy Code). The Buyer has proceeded in good faith in all respects in connection with the Sale. The Buyer is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

V. Highest or Otherwise Best Offer.

10. The Debtors have adequately marketed the Purchased Assets and the marketing process with respect to the Purchased Assets afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. The APA, including the form and total consideration to be realized by the Seller under the APA, (a) constitutes the highest and best offer for the Purchased Assets, (b) is fair and reasonable, and (c) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. No other person, entity, or group of entities has presented, and it is unlikely that any entity or group of entities would present in a reasonable time frame, a higher or otherwise better

offer to purchase the Purchased Assets, including the Permitted Encumbrances and Assumed Liabilities, for greater economic value and/or on better terms to the Debtors' estates than the Buyer.

VI. **Business Justification; Fiduciary Duties.**

11. Good and sufficient reasons for approval of the Motion, the APA, and the Transactions to be consummated in connection therewith have been articulated by the Debtors, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications and (b) compelling circumstances for the Sale outside of the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to maximize the value of the Debtors' assets and estates. The Debtors' decision to enter into the APA and pursue and consummate the Sale constitutes a proper exercise of the fiduciary duties of the Debtors and their respective directors, managers, and officers. The Sale must be approved and consummated promptly to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved. The consummation of the Sale and the assumption and assignment of the Purchased Contracts and the Purchased Leases are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Purchased Contracts and the Purchased Leases to the Buyer in connection with the consummation of the Sale, and the

assumption and assignment of the Purchased Contracts and the Purchased Leases is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, subject to the requirements applicable to any Disputed Contracts (as defined below) set forth in this Sale Order and in the APA. The Purchased Contracts and the Purchased Leases being assigned to the Buyer are an integral part of the Sale and, accordingly, their assumption and assignment is reasonable and an enhancement to the value of the Debtors' estates. Because the entry into the APA and the consummation of the Sale and the Transactions constitute the exercise by the Debtors of sound business judgment, the Debtors, their respective members, managers, officers, directors, employees, advisors, professionals, or agents shall have or incur no liability to the estates or any holder of a claim against or interest in the Debtors for any act or omission in connection with, related to, or arising out of the negotiations of the APA or the consummation of the Sale and the Transactions contemplated thereunder, other than liability of the Debtors arising out of or relating to any willful misconduct or fraud, in each case as determined by a court of competent jurisdiction.

VII. No Fraudulent Transfer.

12. The total consideration provided by the Buyer to the Seller pursuant to the APA for the Purchased Assets (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Purchased Assets, and (c) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, the District of Columbia, and any foreign country and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. The APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District

of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

VIII. No Merger.

13. Neither the Buyer nor any of its affiliates are a mere continuation of the Seller or any other Debtor or their estates and there is no continuity of enterprise or common identity between the Buyer or any of its affiliates, on the one hand, and the Seller or any other the Debtors, on the other hand. Neither the Buyer nor any of its affiliates are holding themselves out to the public as a continuation of the Seller or any other Debtor. Neither the Buyer nor any of its affiliates are successors to the Seller or any other Debtor or their estates by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer or any of its affiliates with or into Seller or any other Debtor.

IX. Binding Agreement.

14. The APA is a valid and binding contract between the Seller and the Buyer and shall be enforceable pursuant to its terms. The APA and the Sale itself, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, their estates, and any chapter 7 or chapter 11 trustee appointed with respect to any of the Debtors, and shall not be subject to rejection or avoidance by the foregoing parties or any other person. The terms and provisions of the APA and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their affiliates, their estates, all creditors of and holders of equity interests in any Debtor, any holders of Encumbrances (whether known or unknown) in, against, or on all or any portion of the Purchased Assets, all counterparties to the Purchased Contracts and the Purchased Leases, the Buyer, designees, successors, and assigns of the Buyer, the Purchased Assets, and any trustees, examiners, or receivers, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon the conversion of any of the Debtors' cases to a case

under chapter 7 of the Bankruptcy Code (collectively, the “Bound Parties”). The provisions of this Sale Order and the terms and provisions of the APA shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors, dismissing these chapter 11 cases, or converting these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code. The rights and interests granted pursuant to this Sale Order and the APA shall continue in these or any superseding cases and shall be binding upon the applicable Bound Parties and their respective successors and permitted assigns including, without limitation, any trustee, party, entity, or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to perform under the APA and this Sale Order without the need for further order of the Court.

X. No *Sub Rosa* Plan.

15. The Sale and the Transactions do not constitute a *sub rosa* chapter 11 plan. The consummation of the Sale outside of a chapter 11 plan pursuant to the APA neither impermissibly restructures the rights of the Debtors’ creditors nor impermissibly dictates the terms of a chapter 11 plan for any of the Debtors.

XI. Validity of Transfer.

16. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, the District of Columbia, or any foreign country. None of the Debtors or the Buyer is entering into the Transactions fraudulently for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims.

17. The applicable Debtor or Debtors are the sole and lawful owners of the Purchased Assets. The Purchased Assets constitute property of the Debtors' estates, DIP Collateral, and Prepetition First Lien Collateral, and good title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Buyer with all right, title, and interest of the applicable Debtor or Debtors to the Purchased Assets free and clear of all Encumbrances relating to, accruing, or arising any time prior to the Closing Date, in each case, other than any Assumed Liabilities or Permitted Encumbrances.

18. Subject to the entry of this Sale Order, the Seller: (a) has full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the APA and all other documents contemplated thereby; and (b) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of its obligations under the APA and to consummate the Sale, including as required by its organizational documents, and, upon execution thereof, the APA and the related documents were or will be duly and validly executed and delivered by the Seller and enforceable against the Seller in accordance with their terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, constituted, or will constitute, a valid and binding obligation of the Seller. No government, regulatory, or other consents or approvals, other than those expressly provided for in the APA, the Restructuring Support Agreement, the Final DIP Order, and the DIP Credit Agreement, were required for the execution, delivery, and performance by the Seller of the APA or the consummation of the Sale and Transactions contemplated thereby.

No consents or approvals of the Seller, other than those expressly provided for in the APA, this Sale Order, or the DIP Credit Agreement are required for the Seller to consummate the Sale.

XII. Section 363(f) of the Bankruptcy Code is Satisfied.

19. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full such that, other than the Assumed Liabilities and Permitted Encumbrances, the Sale and any purchase of the Purchased Assets will be free and clear of any Encumbrances.

20. The Buyer would not have entered into the APA and would not consummate the Transactions if (a) the sale and/or transfer of the Purchased Assets to the Buyer was not free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) or (b) the Buyer would, or in the future could, be liable for any such Encumbrances (other than Assumed Liabilities and Permitted Encumbrances).

21. The applicable Debtor or Debtors may transfer or sell the Purchased Assets free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Subject to the terms and conditions of this Sale Order, all holders of Encumbrances (except to the extent that such Encumbrances are Permitted Encumbrances or Assumed Liabilities) are adequately protected by either (a) having their Encumbrances, if any, in each instance against the Debtors, their estates, or the Purchased Assets, attach to the net cash proceeds of the Purchase Price ultimately attributable to the Purchased Assets in which such creditor alleges Encumbrances in the same order of priority, with the same validity, force, and effect that such Encumbrances had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto, or (b) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

22. Those holders of Encumbrances who did not object or who withdrew their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

XIII. Cure Costs and Adequate Assurance of Future Performance.

23. Under the circumstances, the Debtors have demonstrated that assuming and assigning the Purchased Contracts and the Purchased Leases in connection with the Sale is an exercise of their sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates, for the reasons set forth in the Motion and this Sale Order. Assumption and assignment of the Purchased Contracts and the Purchased Leases to the Buyer is necessary and appropriate under the circumstances, is integral to the Debtors' overall restructuring efforts, and the Buyer has demonstrated that it can reasonably carry on the obligations under the Purchased Contracts and the Purchased Leases.

24. The assumption and assignment of the Purchased Contracts and the Purchased Leases listed in the APA pursuant to the terms of this Sale Order is integral to the APA, does not constitute unfair discrimination, and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents a reasonable exercise of sound and prudent business judgment by the Debtors. Subject to the terms and conditions of the APA, the applicable Debtor or Debtors shall, (a) to the extent necessary, cure or provide adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Purchased Contracts and the Purchased Leases within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Purchased Contracts and the Purchased Leases within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The applicable

Debtor's or Debtors' promise to pay or otherwise cure all defaults or other obligations of the applicable Debtor or Debtors under the Purchased Contracts and the Purchased Leases arising or accruing prior to the Closing Date, or otherwise required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Purchased Contracts and the Purchased Leases that are listed on Schedule 1 attached hereto (as may be amended or modified from time to time, the "Cure Schedule," and the related costs, collectively, the "Cure Costs") in accordance with the terms of the APA and the Buyer's promise to perform the obligations under the Purchased Contracts and the Purchased Leases shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Purchased Contracts and Purchased Leases.

25. On, prior to, or after the Closing Date, as applicable, the applicable Debtor or Debtors shall pay the Cure Costs for the Purchased Contracts and the Purchased Leases and cure any and all other defaults and breaches under the Purchased Contracts and the Purchased Leases to the extent required under section 365 of the Bankruptcy Code; *provided, however,* that the applicable Debtor or Debtors shall not pay any Cure Costs on account of any Purchased Contract or Purchased Lease for which there is an unresolved objection by a non-Debtor counterparty to the Cure Costs or other dispute as to the assumption or assignment of such Contract or Lease (such contract or lease, a "Disputed Contract" or "Disputed Lease"). With respect to each Purchased Contract or Purchased Lease that is a Disputed Contract or Disputed Lease, on the date that is five Business Days after the date on which (a) the Cure Costs with respect to such Purchased Contract or Purchased Lease have been consensually agreed or (b) the Court has entered an order fixing such Cure Costs, or as soon as reasonably practical thereafter, the applicable Debtor or

Debtors shall pay such Cure Costs, upon which such Purchased Contracts and/or Purchased Leases, as applicable, shall be deemed assumed by the applicable Debtor or Debtors and assigned to the Buyer.

26. Under the circumstances, the Debtors have demonstrated that assuming and assigning the Purchased Contracts and the Purchased Leases in connection with the Sale as of the Closing Date is an exercise of their sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates, for the reasons set forth in the Motion and on the record at the Sale Hearing, including, without limitation, because the assumption and assignment of the Purchased Contracts and the Purchased Leases in connection with the Sale is a material component to the overall consideration provided by the Buyer and will maintain the ongoing business operations of the Debtors, limit the losses of counterparties to Purchased Contracts and Purchased Leases, and maximize the distribution to creditors of the Debtors.

27. The assignment of the Purchased Contracts and the Purchased Leases is necessary and appropriate under the circumstances in connection with the Sale, is integral to the Debtors' overall restructuring efforts, and the Buyer has demonstrated that it can reasonably carry on the obligations under the Purchased Contracts and the Purchased Leases.

XIV. Compelling Circumstances for an Immediate Sale.

28. Good and sufficient reasons for approval of the APA and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the APA and (b) compelling circumstances for the Sale outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a chapter 11 plan, in that, among other things, the immediate consummation of the Sale with the Buyer is necessary and appropriate

to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize distributions to creditors.

29. The Debtors have articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rules 6004(h), 6006(d), and 7062.

XV. Buyer Expense Reimbursement.

30. Approval of the Buyer Expense Reimbursement in an amount not to exceed \$3 million, solely to the extent contemplated in the APA, is in the best interests of the Debtors' estates and their creditors. The Buyer Expense Reimbursement is: (a) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Buyer; (b) reasonable and appropriate in light of (i) the size and nature of the Sale contemplated by the APA, (ii) the commitments that have been made by the Buyer, and (iii) the efforts that have been expended by the Buyer; and (c) an essential inducement to, and condition of, the Buyer's entry into the APA. As such, the Debtors' agreement to pay the Buyer Expense Reimbursement solely to the extent contemplated in and subject to the terms of the APA is a valid exercise of the Debtors' business judgment.

XVI. Consent and Waiver.

31. Section 6.05(k) of the DIP Credit Agreement and paragraph 8(b) of the Final DIP Order provide that the Debtors are not permitted to sell, transfer, lease, or otherwise dispose of any assets, including any Equity Interests (as defined in the DIP Credit Agreement) owned by the Debtors, unless such Disposition (as defined in the DIP Credit Agreement) is made in connection with a Sufficient Bid (as defined in the DIP Credit Agreement) or otherwise with the prior written consent of the Required Supermajority Lenders (as defined in the DIP Credit Agreement). Additionally, section 8.12 of the DIP Credit Agreement, section 8.12 of the Prepetition First Lien Credit Agreement, and paragraph 28 of the Final DIP Order provide that (a) the DIP Agent or its

designee (in each case, acting at the direction of the Required DIP Lenders) has the unqualified right to credit bid up to the full amount of the DIP Obligations in any sale of all or any portion of the DIP Collateral, and (b) the Prepetition First Lien Agent or its designee (in each case, acting at the direction of Prepetition First Lien Lenders constituting “Required Lenders” under, and as defined in, the Prepetition First Lien Credit Agreement) has the unqualified right to credit bid up to the full amount of the Prepetition First Lien Secured Obligations in any sale of all or any portion of the Prepetition First Lien Collateral.

32. At the request of the Buyer and the applicable Debtors, on April 15, 2025, the DIP Agent, acting at the direction of the Required DIP Lenders, the Prepetition First Lien Agent, acting at the direction of the Required Lenders, the DIP Lenders (constituting Required Supermajority Lenders under the DIP Credit Agreement), and the Prepetition First Lien Lenders (constituting Required Lenders under the Prepetition First Lien Credit Agreement) executed and delivered to the Buyer a consent and waiver agreement (the “Consent and Waiver Agreement”), pursuant to which, among other things, and subject to the terms and conditions therein, (a) the Required Supermajority Lenders consented to the Sale pursuant to section 6.05(k) of the DIP Credit Agreement and paragraph 8(b) of the Final DIP Order and (b) the Required DIP Lenders under the DIP Credit Agreement and the Required Lenders under the Prepetition First Lien Credit Agreement agreed to waive the applicability of section 8.12 of the DIP Credit Agreement, section 8.12 of the Prepetition First Lien Credit Agreement, and paragraph 28 of the Final DIP Order in connection with the Sale; *provided* that (i) the DIP Liens and the Prepetition First Lien Liens attach to the proceeds of the Sale with the same priority as existed prior to the Sale and retain the same validity, force, and effect that existed prior to the Sale and (ii) the proceeds of the Sale shall be distributed in accordance with the DIP Credit Agreement and the Final DIP Order.

33. The Consent and Waiver Agreement is a material component to the overall consideration provided by the Seller to the Buyer and is appropriate under the circumstances of the Sale. The Buyer would not have entered into the APA without the Consent and Waiver Agreement, thereby adversely affecting the Debtors, their estates, and their creditors. The Consent and Waiver Agreement was thus a material inducement to the Buyer agreeing to (a) enter into the APA, (b) purchase the Purchased Assets for the Purchase Price, and (c) consummate the Sale and the Transactions.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

I. General Provisions.

1. The Motion is granted and approved to the extent indicated herein, and entry into and performance under, and in respect of, the APA, and the consummation of the Sale contemplated thereby, is authorized and approved as set forth in this Sale Order.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by reference) or by stipulation filed with the Court, and all reservations of rights included in such objections, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or who withdrew their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code to the relief granted herein.

3. Notice of the Motion and Sale Hearing was adequate, appropriate, fair, and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014.

II. Approval of the APA.

4. The APA, all other instruments and documents related thereto or contemplated thereby, and all of the terms and conditions thereof, are hereby approved pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

5. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) perform, consummate, implement, and close the Sale pursuant to and in accordance with the terms and conditions of, and as contemplated in, the APA and this Sale Order and (b) execute and deliver, perform under, consummate, implement, and fully close the APA, including the assumption and assignment to the Buyer of the Purchased Contracts and the Purchased Leases, together with all other additional instruments and documents that may be necessary or desirable to implement the APA and the Sale, without any further corporate action or order of the Court.

6. Subject only to the restrictions set forth in this Sale Order and the APA, the Debtors and the Buyer are hereby authorized to take any and all actions as may be necessary or desirable to implement the Sale, and any actions taken by the Debtors and/or the Buyer necessary or desirable to implement the Sale prior to the date of this Sale Order, are hereby approved and ratified.

7. This Sale Order and the terms and provisions of the APA shall be binding in all respects upon the Bound Parties. The APA shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their equity holders, or any trustees, examiners, or receivers. Any trustee appointed in these cases (including a chapter 7 trustee, if applicable) shall be and hereby is authorized to operate the businesses of the Debtors to the fullest extent necessary to permit compliance with the terms of this Sale Order. This Sale Order and the APA shall inure to

the benefit of the Debtors, their estates and creditors, the Buyer, and the respective successors and assigns of each of the foregoing (including the Buyer's designees).

III. Transfer of the Purchased Assets.

8. Subject only to the terms of this Sale Order, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets to the Buyer in accordance with the terms of the APA. Such transfer shall constitute a legal, valid, binding, and effective transfer of all such Purchased Assets and shall vest the Buyer with title to the Purchased Assets. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be sold free and clear of all Encumbrances of any kind or nature whatsoever, other than Permitted Encumbrances and Assumed Liabilities. Any and all valid and perfected Encumbrances shall attach to the net proceeds of the Sale ultimately attributable to the property against or in which such Encumbrances are asserted, subject to the terms thereof, after application of the net proceeds in accordance with this Sale Order, with the same validity, force, and effect, and in the same order of priority, which such Encumbrances had prior to the Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

9. The Debtors are hereby authorized to take any and all actions necessary to consummate the APA, including any actions that otherwise would require further approval by shareholders, members, or their board of directors, as the case may be, without the need of obtaining such approvals.

10. The sale of the Purchased Assets to the Buyer pursuant to the APA and the consummation of the Transactions do not require any consents other than as specifically provided for in the APA, the Restructuring Support Agreement, the Final DIP Order, and the DIP Credit Agreement. Each and every foreign and domestic federal, provincial, territorial, state, and local

governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions. A certified copy of this Sale Order may be filed with the appropriate clerk or recorded with the recorder of any state, county, province, or local authority to act to cancel any of the Encumbrances, and any other encumbrances of record, except for the Permitted Encumbrances and Assumed Liabilities.

11. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances on or in all or any portion of the Purchased Assets (other than statements or documents with respect to Permitted Encumbrances or Assumed Liabilities) has not delivered, or refused to deliver, to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Encumbrances which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and the Buyer are hereby authorized, on behalf of the Debtors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets. The Debtors and the Buyer are each authorized to file a copy of this Sale Order in any court where the person or entity filed the statements, documents, or agreements evidencing such Encumbrances, which, upon filing, shall be conclusive evidence of the release and termination of all such Encumbrances.

12. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, foreign or domestic federal, state, provincial, territorial, and local officials, and all other persons and entities who may be required by operation

of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions, including the Sale. The Purchased Assets are sold free and clear of any reclamation rights.

13. Except for as provided in the APA and this Sale Order, after the Closing Date, the Debtors shall have no further liability with respect to the Purchased Assets, and any claims, whether administrative or otherwise, relating to or arising from such Purchased Assets after the Closing Date asserted against the Debtors shall be deemed disallowed.

IV. Assumption and Assignment of Purchased Contracts and Purchased Leases.

14. The applicable Debtor or Debtors are hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, in accordance with the terms of the APA and this Sale Order, the Purchased Contracts and the Purchased Leases identified on Exhibit 1 to this Sale Order (as may be amended or modified from time to time in accordance with the terms of this Sale Order and the APA) free and clear of all Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances) effective as of the Closing Date or such other date after the Closing Date, subject to the terms of the APA and this Sale Order, or as otherwise provided by a separate order of this Bankruptcy Court, and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems may be necessary to assign and transfer the Purchased Contracts and the Purchased Leases to the Buyer.

15. With respect to the Purchased Contracts and the Purchased Leases: (a) the applicable Debtor or Debtors may assume each of the Purchased Contracts and the Purchased Leases in accordance with section 365 of the Bankruptcy Code; (b) the applicable Debtor or

Debtors may assign each of the Purchased Contracts and the Purchased Leases to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, this Sale Order, and the APA, and any provisions in any of the Purchased Contracts and the Purchased Leases that prohibit or condition the assignment of such Purchased Contracts and Purchased Leases or allow the party to such Purchased Contract and Purchased Lease to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Purchased Contract and Purchased Lease, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) subject to the applicable Debtor's or Debtors' payment of Cure Costs, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the applicable Debtor or Debtors and assignment to the Buyer of each Purchased Contract and Purchased Lease have been satisfied; and (d) the Purchased Contracts and the Purchased Leases shall be transferred and assigned to, and following the Closing Date, or such other date after the Closing Date, as applicable, remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in any such Purchased Contract or Purchased Lease (including those of the type described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts, or conditions, or that purports to prohibit, restrict, or condition, such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Purchased Contracts and Purchased Leases after such assumption and assignment to the Buyer.

16. Assignment Objections were to be filed with the Court, or will be filed with the Court, by no later than (a) April 29, 2025, or (b) for any Purchased Contract or Purchased Lease added to Schedule 1 after April 15, 2025, 14 days after service of the notice to such Purchased Contract or Purchased Lease counterparty. If a counterparty to a Purchased Contract or Purchased

Lease failed to properly and timely file and serve an Assignment Objection in accordance with the Motion, the counterparty is hereby forever barred from asserting any objection with regard to the assumption or assignment of its Purchased Contract or Purchased Lease, as applicable, and notwithstanding anything to the contrary in the Purchased Contract or the Purchased Lease or any other document, the Cure Costs set forth in the Cure Schedule shall be the only amount necessary to cure outstanding defaults under the applicable Purchased Contract or Purchased Lease under section 365 of the Bankruptcy Code. If no Assignment Objection has been filed, or an Assignment Objection has been properly filed but has been resolved by the parties or determined by the Court, this Sale Order shall serve as approval of the assumption and assignment of the applicable Purchased Contract or Purchased Lease to the Buyer without need for a further notice of order. If an Assumption Objection has been properly filed with respect to a Purchased Contract or Purchased Lease and is not resolved by the parties or determined by the Court prior to the Closing Date, the Seller's assumption and assignment of such Purchased Contract or Purchased Lease shall be subject to the requirements applicable to Disputed Contracts set forth in the APA.

17. The pendency of a dispute relating to a particular Purchased Contract and Purchased Lease shall not delay the assumption and assignment of any other Purchased Contract and Purchased Lease or the Closing. Upon the effective date of the assignment of any Purchased Contract and Purchased Lease, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Purchased Contract and Purchased Lease. To the extent provided in the APA, the Debtors shall cooperate with, and take all actions reasonably requested by, the Buyer to effectuate the foregoing.

18. Each Purchased Contract and Purchased Lease counterparty is deemed to have consented to the assumption and assignment of such Purchased Contract and Purchased Lease, as

applicable, and the Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to each such Purchased Contract and Purchased Lease pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

19. Upon the applicable Debtor's or Debtors' assignment of the Purchased Contracts and Purchased Leases to the Buyer under the provisions of this Sale Order, any additional orders of this Court, and the applicable Debtor's or Debtors' payment of any Cure Costs pursuant to the terms hereof or the APA, no default shall exist under any Purchased Contract and Purchased Lease, and no counterparty to any Purchased Contract and Purchased Lease shall be permitted (a) to declare a default under such Purchased Contract and Purchased Lease or (b) to otherwise take action against the Debtors, the Reorganized Debtors, or the Buyer as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Purchased Contract and/or Purchased Lease, as applicable. Each non-Debtor party to a Purchased Contract and Purchased Lease hereby is forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Buyer, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date, or, against the Buyer, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors and (ii) imposing or charging against the Buyer or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the applicable Debtor's or Debtors' assumption and assignment of the Purchased Contracts and the Purchased Leases to the Buyer. Any provision in any Purchased Contract or Purchased Lease that purports to declare a breach, default, or termination as a result of a change of control of the Purchased Assets is hereby deemed unenforceable under section 365(f) of the Bankruptcy Code. To the extent that any counterparty to a Purchased Contract and/or Purchased

Lease was notified of the Cure Costs (or the absence thereof) and failed to object to such Cure Costs (or the absence thereof) with respect to a Purchased Contract and/or Purchased Lease, as applicable, such counterparty shall be deemed to have consented to such Cure Costs (or the absence thereof) and is deemed to have waived any right to assert or collect or enforce any Cure Costs that may arise or have arisen prior to or as of the Closing.

20. On the Closing Date, or such other date after the Closing Date as provided in this Sale Order and the APA, the Buyer shall be deemed to be substituted for the applicable Debtor as a party to the applicable Purchased Contract and Purchased Lease and the applicable Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Purchased Contract and the Purchased Lease. There shall be no rent or other payment accelerations, assignment fees, increases, or any similar fees, costs, or expenses charged to the Debtors or to the Buyer as a result of the assumption and assignment of the Purchased Contracts and the Purchased Leases.

21. All counterparties to the Purchased Contracts and Purchased Leases shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Debtors or the Buyer for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

22. For the avoidance of doubt, any amendments to the Purchased Leases entered into by the Debtors prior to the Closing Date that provide that such amendment shall be effective upon the assumption of such amendment pursuant to a chapter 11 plan shall be deemed effective as of the assumption of such Purchased Lease pursuant to the terms of this Sale Order and the APA.

23. The assumption and assignment of each of the Purchased Contracts and Purchased Leases is made in good faith under sections 363(b) and 363(m) of the Bankruptcy Code and is entitled to the protections thereof.

V. Buyer Expense Reimbursement.

24. The Buyer Expense Reimbursement is appropriate under the circumstances and is hereby approved. The Debtors, in an exercise of their reasonable business judgment and their fiduciary duties, are hereby authorized to pay the Buyer Expense Reimbursement in accordance with the APA without further order of this Court solely to the extent required pursuant to section 8.1 of the APA.

VI. Use of Proceeds.

25. Notwithstanding anything to the contrary set forth herein, in accordance with the Final DIP Order, the DIP Loan Documents, the Prepetition ABL Loan Documents, the Prepetition ABL Intercreditor Agreement, and the Prepetition First Lien Loan Documents, on the Closing Date, the Debtors shall transfer, or cause to be transferred, the proceeds generated from the Sale of (a) the Purchased Assets constituting ABL Priority Collateral or ABL Priority DIP Collateral to the Prepetition ABL Agent for permanent application against the Prepetition ABL Secured Obligations (including the ABL Adequate Protection Claims, if any) and (b) all other Purchased Assets to the DIP Agent for permanent application against the DIP Obligations.

VII. Prohibition of Actions Against the Buyer.

26. All persons and entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed to or by the Buyer pursuant to the APA are hereby directed to surrender possession of those portions of the Assets to the Buyer on the Closing Date. Subject to the terms, conditions, and provisions of this Sale Order, all persons and entities are hereby forever prohibited and enjoined from taking any

action that would adversely affect or interfere with the ability of the applicable Debtor or Debtors to sell and/or transfer the Purchased Assets to the Buyer in accordance with the terms of the APA and this Sale Order.

27. To the maximum extent permitted by law, in accordance with the APA, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the “Licenses”) of the applicable Debtor or Debtors with respect to the Purchased Assets and the Sale. To the extent the Buyer cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall be in effect while the Buyer, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of Licenses to the Buyer.

28. Notwithstanding anything in this Sale Order, subject to section 525(a) of the Bankruptcy Code, no governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may revoke, suspend any right, license, trademark, or other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases, the conduct of the Sale, or the consummation of the Transactions.

VIII. Other Provisions.

29. The Debtors and the DIP Agent are authorized to prepare and file, execute, and deliver any applicable UCC termination statement or other release documentation pursuant to this Sale Order.

30. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and provisions of this Sale Order shall be immediately effective and enforceable upon its entry, any

applicable stay of the effectiveness and enforceability of this Sale Order is hereby waived, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order.

31. The failure to specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in their entirety; *provided* that this Sale Order shall govern if there is any inconsistency between such agreements, as applicable, and this Sale Order.

32. The APA and any related documents or other instruments may, with the consent of the Required DIP Lenders under the DIP Credit Agreement and the Required Lenders under the Prepetition First Lien Credit Agreement (such consents not to be unreasonably withheld), be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

33. During the pendency of these chapter 11 cases, the Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder, and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the applicable Debtor or Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Purchased Assets to the Buyer; (b) interpret, implement, and enforce the provisions of this Sale Order; and (c) protect the Buyer against any Encumbrances (other than the Assumed Liabilities or Permitted Encumbrances) with respect to the applicable Debtor or Debtors or the Purchased Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale.

34. Notwithstanding the relief granted in this Sale Order and any actions taken pursuant to such relief, nothing in this Sale Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Sale Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) to otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to reject any executory contract or unexpired lease.

35. The Debtors, including their respective officers, employees, and agents, and the Buyer are authorized to take all actions necessary to effectuate the relief granted pursuant to this Sale Order in accordance with the Motion.

36. To the extent this Sale Order is inconsistent with any prior order or pleading filed in these chapter 11 cases related to the Motion, the terms of this Sale Order shall govern.

37. The headings in this Sale Order are for purposes of reference and shall not limit or otherwise affect the meaning of the Sale Order.

Exhibit 1

APA

ASSET PURCHASE AGREEMENT

by and between

FRANCHISE GROUP INTERMEDIATE V, LLC

and

TVS BUYER, LLC

Dated as of April 15, 2025

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EXHIBITS

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Domain Name Transfer Agreement
Exhibit C	Form of Trademark Assignment Agreement
Exhibit D	Form of Lease Assignment
Exhibit E	Illustrative Net Working Capital Calculation
Exhibit F	Equity Commitment Letter
Exhibit G	Transition Services Agreement
Exhibit H	Assumed Indebtedness
Exhibit I	Form of Secured Party Deliverables
Exhibit J	Accounting Policies

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and executed as of April 15, 2025 (the “**Execution Date**”), by and between Franchise Group Intermediate V, LLC, a Delaware limited liability company (“**Seller**”), and TVS Buyer, LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used herein and not otherwise defined will have the meaning set forth in Article 1.

RECITALS

WHEREAS, Seller and its Subsidiaries are engaged in the Business;

WHEREAS, on November 3, 2024, Seller and certain of its Affiliates (collectively, the “**Debtors**”) commenced cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver to Buyer, and Buyer desires to purchase, acquire, accept and assume from Seller, the Purchased Assets and the Assumed Liabilities, in each case upon the terms and subject to the conditions hereinafter set forth;

WHEREAS, the Purchased Assets and the Assumed Liabilities are assets and liabilities of Seller and its Subsidiaries which are to be sold, transferred, conveyed, assigned and delivered and purchased, acquired, accepted and assumed pursuant to the Sale Order and this Agreement, free and clear of all Encumbrances and Liabilities except the Assumed Liabilities and the Permitted Encumbrances, which Sale Order will include the authorization for the assumption and assignment of certain executory contracts and unexpired leases and liabilities thereunder under section 365 of the Bankruptcy Code, all in the manner and on the terms and subject to the conditions set forth herein and in accordance with other applicable provisions of the Bankruptcy Code;

WHEREAS, in connection with entering into this Agreement, Buyer received the Secured Party Deliverables; and

WHEREAS, in connection with entering into this Agreement, an aggregate amount equal to \$15,000,000 in cash shall be deposited by Buyer on its behalf as a “good faith deposit” (the “**Deposit**”) by wire transfer of immediately available funds to the Escrow Agent, to be held in escrow in accordance with the terms of that certain Escrow Agreement (as amended, restated, amended and restated, supplemented, or modified from time to time in accordance with its terms, the “**Deposit Escrow Agreement**”), by and among Buyer, Seller and the Escrow Agent. The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Buyer and shall be applied against payment of the Purchase Price on the Closing Date or otherwise distributed or returned according to the terms of this Agreement and Deposit Escrow Agreement, as applicable.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 Certain Defined Terms. As used herein, the following terms shall have the following meanings:

“Accounting Firm” means (a) a nationally recognized independent accounting firm mutually acceptable to Buyer and Seller, or (b) if Buyer and Seller are unable to agree on a mutually agreeable nationally recognized independent accounting firm, each of Buyer and Seller shall select a nationally recognized independent accounting firm and such two accounting firms shall designate a third nationally independent public accounting firm that neither presently is, nor in the past one (1) year has been, engaged by any Party or its Affiliates.

“**Accounting Policies**” has the meaning set forth on Exhibit J attached hereto.

“Accounts Receivable” means all amounts (whether current or non-current) related to the Purchased Assets that constitute, as of the Closing, accounts receivable, notes receivable and other rights or indebtedness due and owed by any Third Party to Seller or any of its Subsidiaries and related to the Business, in each case, whether billed or unbilled, recorded or unrecorded, written off or not written off.

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such first Person, and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly.

“Agreement” has the meaning set forth in the Preamble (as amended, restated, amended and restated, supplemented, or modified from time to time in accordance with its terms), and includes all schedules and exhibits hereto, and all instruments amending, restating, amending and restating, supplementing, modifying, or otherwise confirming this Agreement.

“**Allocation**” has the meaning set forth in Section 2.3.2.

“Ancillary Agreements” means the Bill of Sale, the Deposit Escrow Agreement, the Domain Name Transfer Agreement, the Lease Assignment, the Trademark Assignment Agreement, the Transition Services Agreement and any other agreements, certificates and other instruments delivered, given or contemplated pursuant to this Agreement.

“**Anti-Corruption Laws**” has the meaning set forth in Section 3.1.17.

“Antitrust Laws” means the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914, the HSR Act and all other federal, state and foreign statutes, rules, regulations, orders, decrees and other Laws and Orders that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition.

“Appointee” has the meaning set forth in Section 8.1.4.

“Apportioned Obligations” has the meaning set forth in Section 5.3.2(b).

“Artificial Intelligence Systems” has the meaning set forth in Section 3.1.8(j).

“Associated Person” means, with respect to a Person, any of such Person’s former, current and future Affiliates, incorporators, financing sources, consultants, equity holders, members, stockholders, shareholders, controlling Persons, Representatives, managers, general or limited partners or assignees (or any former, current or future Affiliates, incorporators, financing sources (including the Debt Financing Sources), consultants, equity holders, members, stockholders, shareholders, controlling Persons, Representatives, managers, general or limited partners or assignees of any of the foregoing).

“Assumed Indebtedness” means in connection with the Business, and without duplication, the aggregate amounts of any of the following types of indebtedness set forth in Exhibit H attached hereto: (a) any obligation in respect of any Purchased Contract classified as a capital or finance lease or required to be capitalized in accordance with GAAP, (b) the Tax Reserve Liability Amount, (c) fifty percent (50%) of all Liabilities for gift cards store credits, customer loyalty programs, and gift certificates validly issued by Seller and/or its Subsidiaries prior to the Closing Date, (d) fifty percent (50%) of all Liabilities for unclaimed property balance related to gift cards, store credits, customer loyalty programs, and gift certificates validly issued by Seller and/or its Subsidiaries prior to the Closing Date, (e) fifty percent (50%) of all Liabilities (other than the immediately preceding clause (d)) for unclaimed property liabilities (including, escheat unclaimed property, unclaimed property (i.e., Accounts Payable, unclaimed property and cash on accounts)), (f) obligations of the types referred to in the preceding clauses (a) through (e) of any other Person secured by any Encumbrances on any assets, even though such Person has not assumed or otherwise become liable for the payment thereof, (g) all accrued interest thereon and all penalties (including any penalties, expenses, premiums, make-whole, breakage costs or similar liabilities related to the repayment or pre-payment thereof), fees and premiums associated with the repayment of the obligations described in clauses (a) through (f) or (h) any indebtedness not taken into account in the immediately preceding clause (a) through (g), in each case that is associated with a Purchased Asset and/or an Assumed Liability.

“Assumed Liabilities” has the meaning set forth in Section 2.2.1.

“Assumed Taxes” has the meaning set forth in Section 2.2.1(g).

“Avoidance Actions” means those actual and/or potential claims and causes of action under sections 502(d) and 544 through 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or any analogous state law.

“Bank Accounts” has the meaning set forth in the definition of Excluded Assets.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bankruptcy Rules” means (a) the Federal Rules of Bankruptcy Procedure, (b) any local rules of the Bankruptcy Court, and (c) any chambers rules of the Bankruptcy Court.

“Base Cash Purchase Price” means \$193,500,000.

“Bill of Sale” means the Bill of Sale and Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit A.

“Business” means the business and operations of Seller and its Subsidiaries as of the Closing that are related to its Vitamin Shoppe segment.

“Business Day” means any day other than Saturday, Sunday or a day on which banking institutions in New York, New York are permitted or obligated by Law to remain closed.

“Business Employee” means an individual employed by Seller or any of its Subsidiaries who is (a) a Store Employee, or (b) providing services primarily in connection with the Business.

“Business Internet Properties” means all Internet Properties used or held for use in connection with the Business and operated by or on behalf of Seller or any of its Affiliates, including the Internet domain names and Social Media Accounts listed on Section 3.1.8(b) of Seller Disclosure Schedules, together with (a) all site maps, templates, style guides, design materials and content (including any text, fonts, colors, cascading style sheets (CSS), layouts, video, images, graphics and e-mail templates) made available thereon, (b) all content, including blog content, posted on the foregoing Internet Properties, and (c) any documentation, information and other materials used or held for use in connection with any of the foregoing.

“Buyer” has the meaning set forth in the Preamble.

“Buyer 401(k) Plan” has the meaning set forth in Section 5.12.6.

“Buyer Benefit Plans” has the meaning set forth in Section 5.12.5.

“Buyer Expense Reimbursement” has the meaning set forth in Section 8.1.2.

“Buyer’s Knowledge” or **“Knowledge of Buyer”** means Michael A. Niegisch and Clayton Lechleiter in each case after reasonable inquiry of applicable direct reports.

“Buyer Related Person” means Buyer, each of its Affiliates, and each of Buyer’s and its Affiliates’ respective equity holders, stockholders, shareholders, officers, directors, employees, partners, members, managers, agents, attorneys, representatives, successors and permitted assigns (including the Business from and after the Closing).

“Buyer Tax Benefits” has the meaning set forth in Section 2.1.1(t).

“Cash” means with respect to the Business, the aggregate amount of all cash and cash equivalents determined in accordance with GAAP, including bank or other financial institution deposits, marketable securities, short-term investments and checks, wire transfers and ACHs received by not yet posted (net of any overdrafts and checks written, or wire transfers or ACHs initiated by the Business but not yet cleared), excluding (a) Restricted Cash associated with the Transferred Stores, (b) Store Cash, and (c) credit card receivables.

“Cash Purchase Price” means an amount equal to (a) the Base Cash Purchase Price, *less* (b) the Net Working Capital Shortfall (if any), *plus* (c) the Net Working Capital Surplus (if any) *less* (d) the Assumed Indebtedness; *provided*, that in any and all events, the Base Cash Purchase Price is inclusive of the Deposit.

“Chapter 11 Cases” has the meaning set forth in the Recitals.

“Claims” mean, collectively, all rights, claims (as that term is defined in section 101(5) of the Bankruptcy Code), causes of action, rights of recovery (including rights of indemnity, warranty rights, rights of contribution, rights to refunds and rights to reimbursement) and rights of set-off, in each case, whether class, individual or otherwise in nature, under contract or in law or in equity, known or unknown, contingent or matured, liquidated or unliquidated and all rights and remedies with respect thereto.

“Closing” has the meaning set forth in Section 2.4.

“Closing Date” has the meaning set forth in Section 2.4.

“Closing Payment” has the meaning set forth in Section 2.3.1(a).

“Closing Statement” has the meaning set forth in Section 2.8(a).

“COBRA” has the meaning set forth in Section 3.1.9(c).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means that certain Amended and Restated Confidentiality Agreement, effective as of November 11, 2024, by and between Franchise Group, Inc. and Performance Investment Partners, LLC and that certain joinder agreement, dated as of February 19, 2025, by and between Kingswood Capital Management, L.P. and Performance Investment Partners, LLC.

“Consenting First Lien Lenders” means, collectively, as of the relevant time, those First Lien Lenders that are party to the Restructuring Support Agreement.

“Continuing Employee Transfer Date” has the meaning set forth in Section 5.12.10.

“Continuing Employees” has the meaning set forth in Section 5.12.2.

“Contract” means any executory contract, agreement, obligation, lease, sublease, license, sublicense, regulatory license, undertaking, engagement, sales order, purchase order, instrument

or other commitment, whether written or oral, that is binding on any Person or any part of its property under applicable Law.

“**Contracting Party**” has the meaning set forth in Section 7.2.1.

“**control**,” “**controlled by**” and “**under common control with**” mean, when used with respect to any specified Person, (a) the possession, directly or indirectly, of the power to direct the management or policies of that Person, directly or indirectly, whether through the ownership of securities, by trust, by contract, or otherwise or (b) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of a business entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity).

“**Copyrights**” has the meaning set forth in the definition of Intellectual Property.

“**Cure Costs**” shall mean the Liabilities that must be paid or otherwise satisfied to cure all of Debtors’ monetary defaults under the Purchased Contracts or the Purchased Leases necessary for such assumption and assignment to Buyer, in each case, pursuant to section 365 of the Bankruptcy Code, as provided herein and in the Sale Order (*provided*, that in no event shall Buyer be liable for any Cure Costs).

“**Data Privacy Laws**” means any Law concerning the collection, use, analysis, retention, storage, protection, transfer, disclosure, disposal or Processing of Personal Information.

“**Debt Commitment Letters**” means, collectively, the executed debt commitment letters dated as of the date hereof, provided to Buyer from each of (a) Wells Fargo Bank, N.A. and (b) Blue Torch Capital LP (or each of their respective Affiliates or other “Commitment Parties” referred to therein), together with all related term sheets, including all exhibits, schedules and annexes, and all fee letters and engagement letters delivered in connection therewith, in each case as amended, restated, amended and restated, supplemented, or modified from time to time in accordance with its terms.

“**Debt Financing**” means the debt financing incurred or intended to be incurred pursuant to the Debt Commitment Letters.

“**Debt Financing Sources**” means the entities that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing in connection with the Transactions, including the parties to any joinder agreements, indentures or credit agreements entered pursuant thereto or relating thereto, together with their respective Affiliates, and their and their respective Affiliates’ officers, directors, managers, members, employees, agents, advisors, consultants and representatives and their respective successors and assigns.

“**Debtors**” has the meaning set forth in the Recitals.

“**Deposit**” has the meaning set forth in the Recitals.

“**Deposit Escrow Agreement**” has the meaning set forth in the Recitals.

“Determination Time” means 12:01 A.M. (Eastern Time) on the Closing Date.

“DIP Financing Order” means the Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief [Docket No. 414], entered by the Bankruptcy Court on December 11, 2024.

“Disputed Contract” has the meaning set forth in Section 5.8.6.

“Disputed Item” has the meaning set forth in Section 2.8(e).

“Distribution Centers” means the distribution centers of Seller located at (a) 112 The Vitamin Shoppe Way, Ashland, VA 23005 and (b) 925 N. 127th Ave, Avondale, AZ 85323.

“Domain Name Transfer Agreement” means the Domain Name Transfer Agreement, in substantially the form attached hereto as Exhibit B.

“Employee Equipment” means all mobile phones, computers, and related peripherals owned by Seller or its Subsidiaries and used by any Continuing Employee as of immediately prior to the Closing in connection with the Business, if any.

“Employment Matters” has the meaning set forth in Section 5.12.9.

“Encumbrance” means any mortgage, lien (statutory or otherwise, including as defined in section 101(37) of the Bankruptcy Code), Claim, license, sublicense, pledge, security interest, charge, hypothecation, restriction (including restrictions on transfer or use), claim of ownership, lease, sublease, option, right of use or possession, preference, encroachment, restrictive covenant, right of first offer or refusal, title or survey defect, or other encumbrance or similar restriction of any kind.

“Enforceability Exceptions” has the meaning set forth in Section 3.1.2.

“Environmental Laws” means all Laws concerning pollution, public or worker health or safety (as it pertains to exposure to Hazardous Materials), or protection of the environment.

“Equity Commitment Letter” has the meaning set forth in Section 3.2.6(a).

“Equity Financing” has the meaning set forth in Section 3.2.6(a).

“Equity Investors” means (a) Kingswood Capital Opportunities Fund III, L.P. and (b) Kingswood Capital Opportunities Fund III-A, L.P.

“Equity Securities” means, (a) if a Person is a corporation, shares of capital stock of such corporation and, if a Person is a form of entity other than a corporation, ownership interests in such entity, whether membership interests or partnership interests, or (b) other securities directly

or indirectly convertible into, exercisable or exchangeable for or measured by reference to, any securities described in the immediately preceding clause (a).

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any corporation, partnership, limited liability company, sole proprietorship, trade, business or other Person that, together with Seller is or at any time was treated as a single employer under section 414(b), (c), (m) or (o) of the Code or section 4001(a)(14) or 4001(b)(1) of ERISA.

“Escrow Agent” means Citibank, N.A., together with its permitted successors and assigns.

“Estimated Assumed Indebtedness” has the meaning set forth in Section 2.8(a).

“Estimated Cash Purchase Price” means an amount equal to (a) the Base Cash Purchase Price, *plus* (b) the amount by which the Estimated Net Working Capital Amount is greater than the Target Net Working Capital Amount (if any), *less* (c) the amount by which the Target Net Working Capital Amount is greater than the Estimated Net Working Capital Amount (if any) *less* (d) the Estimated Assumed Indebtedness; *provided*, that in any and all events, the Base Cash Purchase Price is inclusive of the Deposit.

“Estimated Net Working Capital Amount” has the meaning set forth in Section 2.8(a).

“Excluded Assets” means the following assets, property, rights and interests of Seller and its Subsidiaries (in each case excluding any Purchased Assets): (a) all Cash; (b) all refunds, rebates, abatements, credits, deposits, prepayments, overpayments, or other recovery for Taxes, Claims for refunds or rights to receive refunds from any Taxing Authority with respect to any and all Taxes paid or to be paid by Seller or any of its Subsidiaries or with respect to the Purchased Assets, the Business, Assumed Liabilities, or Business Employees (including any and all Taxes paid or to be paid by any of Seller’s Subsidiaries or with respect to the Purchased Assets, the Business, Assumed Liabilities, or Business Employees and including any other Tax assets (including any net operating or other losses, credits, carryforwards and other Tax attributes)), together with any refund of interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof) (in each case, other than Buyer Tax Benefits); (c) (i) any legal or beneficial interest in the capital stock and other Equity Securities of Seller, its Subsidiaries or any other Person, and (ii) the corporate or other entity charter, qualifications to conduct business as a foreign corporation or other form of business entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, Tax Returns and other tax records, seals, minute books, stock transfer books, and similar organizational documents of Seller or any of its Subsidiaries; (d) all Excluded Items; (e) all Excluded Contracts; (f) all rights of Seller under this Agreement and the Ancillary Agreements; (g) except for the insurance policies described in Section 2.1.1(s), all insurance policies and all rights and benefits of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert Claims with respect to such insurance recoveries, including any directors and officers liability insurance policies; (h) (i) all Claims against current and former directors and officers of Seller and its Subsidiaries; and (ii) Claims or causes of action pursuant to 11 U.S.C. §§ 544, 547 and 548 and

all state law equivalents, other than Claims or causes of action pursuant to 11 U.S.C. §§ 544, 547 and 548 (and all state law equivalent) against or in respect of go-forward trade, vendors and/or landlords of Seller or its Subsidiaries; (i) except for the Plans described in Section 2.1.1(w) of Seller Disclosure Schedules, the sponsorship of, and all assets, properties and rights (including all trusts, insurance policies and administrative services contracts related thereto) related to any Plan and any other benefit or compensation plan, program, policy, agreement, arrangement or Contract at any time maintained, sponsored, participated in, contributed to (or required to be contributed to) by Seller or any of its Affiliates or under or with respect to which Seller or any of its Affiliates has (or has had) any liability or obligation, including on account of an ERISA Affiliate; (j) any intangible assets, including Intellectual Property, that are not used in any manner in the Business, and which are not necessarily for use by Buyer in connection with the Business; (k) any Permit set forth on Section 2.1.1(d) of Seller Disclosure Schedules to the extent not assignable or transferable shall remain subject to the terms and conditions of the Transition Services Agreement; (l) all assets, cash and properties located or held at any of the Non-Transferred Stores, including all Inventory and store fixtures located or held at any of the Non-Transferred Stores; and (m) all bank accounts of Seller and its Subsidiaries related to the Business, including those set forth on Section 3.1.22 of Seller Disclosure Schedules, (the “**Bank Accounts**”), each of which Bank Accounts shall remain subject to the terms and conditions of the Transition Services Agreement.

“**Excluded Benefits**” has the meaning set forth in Section 5.12.2.

“**Excluded Contract**” has the meaning set forth in Section 2.1.2.

“**Excluded Items**” means any and all (a) books, documents, records, files and other items prepared in connection with or relating to the negotiation and consummation of the Chapter 11 Cases or any of Transactions or otherwise prepared in connection with the divestiture of any of the assets, properties, contracts, rights or interests of any of the Debtors in connection with the Chapter 11 Cases, including all (i) bids received from Third Parties (and related analyses) relating to the Business, (ii) confidentiality, joint defense or similar agreements with prospective purchasers of the Business, (iii) strategic, financial or Tax analyses relating to the divestiture of the Purchased Assets, the Assumed Liabilities and the Business, (iv) presentations or minutes relating to any of the meetings of Debtors’ board of directors or committees thereof, including materials relating to strategic alternatives, including the Transactions and (v) presentations or other materials relating to discussion with Seller’s lenders or key constituents or counterparties; and (b) all personnel records (including all human resources and other records), whether or not held by Seller or any of its Subsidiaries and whether or not relating to employees (other than the Continuing Employees) of Seller or any of its Subsidiaries.

“**Excluded Liabilities**” means all Liabilities of Seller or any of its Subsidiaries of whatever nature, whether presently in existence or arising or asserted hereafter (other than the Assumed Liabilities), including, without limiting the generality of the foregoing, the following: (a) Excluded Taxes; (b) all Liabilities arising out of, resulting from, or relating to any Excluded Assets; (c) all (i) indebtedness for borrowed money of the Debtors’ (other than the Assumed Indebtedness) and (ii) other indebtedness set forth on Section 1.1.2(c) of Seller Disclosure Schedules; (d) fees, costs and expenses incurred in connection with the Chapter 11 Cases or the Transactions (except as otherwise contemplated by this Agreement); (e) except, in each case, with

respect to any Liabilities specifically assumed by Buyer pursuant to Section 5.12, (i) any transaction, change of control, success, retention or stay bonuses, severance, bonus incentive, or deferred compensation payments or other similar payments or obligations payable to any current or former employee, officer, director or other individual service provider of Seller or its Subsidiaries (including the Business Employees) under each Plan, policy, program, agreement, arrangement, or Contract sponsored or maintained by Seller or its Subsidiaries or to which Seller or its Subsidiaries is a party (including in connection with or arising out of the consummation of the Transactions (except as excluded pursuant this clause (e), including any “double-trigger” severance or other payments or obligations payable in combination with any other event)), (ii) other than Liabilities assumed by Buyer pursuant to Section 2.2.1(c), any outstanding and unpaid bonus, commission or incentive obligations in respect of any current or former employee, officer, director or other individual service provider of Seller or its Subsidiaries (including the Business Employees), (iii) other than payments required to be made by Buyer to Seller pursuant to the Transition Services Agreement, all Liabilities at any time arising under, pursuant to or in connection with each Plan and any other benefit or compensation plan, program, policy, agreement, arrangement, or Contract, in each case, at any time sponsored, maintained, contributed to or required to be contributed to by Seller or any of its Affiliates or under or with respect to which Seller or any of its Affiliates has (or has had) any Liability (including on account of an ERISA Affiliate), including Liabilities arising under Title IV of ERISA or on account of any violation of COBRA, (iv) all Liabilities relating to or arising out of the employment or termination of employment of (A) any Business Employee who becomes a Continuing Employee with respect to periods of employment or termination of employment with Seller or its Subsidiaries prior to the Closing (but excluding in respect of any (1) Liabilities assumed pursuant to Section 2.2.1(c) and (2) severance obligations for any Continuing Employee caused directly by any actions taken by Buyer or at the direction of Buyer after the Closing), (B) any former employees of Seller or its Subsidiaries (including any former employees of the Business) and Business Employees who do not become Continuing Employees with respect to periods of employment or termination of employment with Seller or its Subsidiaries, and (C) any applicant for employment with Seller or its Subsidiaries at any time prior to the Closing, including any Claims in respect of hiring, promotion, compensation, overtime, bonuses, commissions, workers’ compensation or disability, vacation, sick pay or paid time off, other employee benefits to which any such employees may be entitled as a result of his or her employment by Seller or its Subsidiaries, and any other terms and conditions of employment, (v) all Liabilities arising out of or relating to Claims by any agents or independent contractors of, and who provide personal services to, Seller or its Subsidiaries with respect to any Claims or personal injuries sustained in connection with the retention of such Person by Seller or any of its Subsidiaries, including workers’ compensation or disability, regardless of when such claim is made or asserted; (f) except for the accrued and unpaid accounts payable of the Business reflected on Exhibit E attached hereto (and included as part of Net Working Capital), all accrued and unpaid accounts payable of the Business as of the Closing Date, including legal expenses accrued but unpaid as of the Closing Date related to any Litigation to which Seller or its Subsidiaries are party, in each case, whether invoiced before or after Closing; (g) all Cure Costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Purchased Assets, including the Purchased Contracts and the Purchased Leases as finally determined by the Bankruptcy Court (*provided*, that, in no event shall Buyer be liable for any Cure Costs); (h) any pending or threatened Litigation

with respect to any events, acts or circumstances occurring prior to the Closing; and (i) any Liabilities set forth on Section 1.1.2(i) of Seller Disclosure Schedules.

“Excluded Tax Returns” means Tax Returns (or any portion of any Tax Return) and other books and records related to (a) Taxes that are not primarily related to the Purchased Assets or (b) any income Tax Returns of Seller or its Affiliates.

“Excluded Taxes” means any (a) Taxes of Seller (or any Affiliates or subsidiaries of Seller) (other than as expressly provided in this Agreement), (b) Taxes arising out of, relating to or with respect to Excluded Assets or Excluded Liabilities, and (c) Taxes arising out of, relating to or with respect to the Business, the Purchased Assets or the Assumed Liabilities with respect to any taxable period ending on or before the Closing Date and the portion of any Straddle Period through and including the Closing Date (allocated in accordance with Section 5.3.2(b)).

“Execution Date” has the meaning set forth in the Preamble.

“Final Assumed Indebtedness” has the meaning set forth in Section 2.8(f).

“Final Net Working Capital” has the meaning set forth in Section 2.8(f).

“Final Order” shall mean an Order or judgment of the Bankruptcy Court entered by the clerk of the Bankruptcy Court or such other court on the docket in the Chapter 11 Cases or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the applicable Bankruptcy Court, or other court of competent jurisdiction shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or a similar rule of such other court of competent jurisdiction; *provided*, that, with respect to the Bankruptcy Court, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be (but for the avoidance of doubt has not been) filed relating to such order, shall not cause such order not to be a Final Order.

“Final Post-Closing Statement” has the meaning set forth in Section 2.8(f).

“Financial Statements” has the meaning set forth in Section 3.1.18(a).

“First Lien Credit Agreement” has the meaning set forth in the definition of First Lien Lenders.

“First Lien Lenders” means, collectively, beneficial holders of, or investment advisors, sub-advisors or managers of discretionary funds, accounts or sub-accounts that beneficially hold, any claim on account of prepetition first lien loans arising under or pursuant to (a) that certain

First Lien Credit Agreement, dated as of March 10, 2021 (the “**First Lien Credit Agreement**”), among Franchise Group, Inc., as lead borrower, the other borrowers and guarantors party thereto, Wilmington Trust, National Association (as successor to JPMorgan Chase Bank, N.A.), as agent, and the lenders party thereto from time to time, as amended, restated, amended or restated, supplemented, or otherwise modified from time to time or (b) the other Loan Documents as defined in the First Lien Credit Agreement.

“**Fraud**” means, an actual and intentional misrepresentation of fact with respect to the making of the representations and warranties set forth in this Agreement, any of the Ancillary Agreements, or in any certificates delivered pursuant hereto or thereto with the intent to deceive another Person or to induce that Person to enter into this Agreement, any of the Ancillary Agreements, or in any certificates delivered pursuant hereto or thereto and requires (a) a false representation, (b) knowledge that such representation is false, (c) an intention to induce the Person to whom such representation is made to act or refrain from acting in reliance upon it, and (d) caused such Party to suffer a loss by reason of such reliance. “**Fraud**” should not include constructive fraud, negligent misrepresentation, recklessness or equitable claim (including unjust enrichment).

“**GAAP**” means United States generally accepted accounting principles, consistently applied from time to time.

“**Governmental Authority**” means (a) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality or other regulatory or administrative authority, whether international, multinational, national, federal, provincial, state, municipal, local, or other; (b) any subdivision or authority of any of the above; (c) any stock exchange; (d) any arbitral body (public or private); and (e) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“**Hazardous Materials**” means any materials, substances or wastes for which Liability or binding standards of conduct may be imposed pursuant to any Environmental Laws, including any petroleum products or byproducts, asbestos or asbestos-containing materials, polychlorinated biphenyls, per- and polyfluoroalkyl substances, lead, toxic mold or radioactive materials.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“**Inactive Business Employee**” has the meaning set forth in Section 5.12.4.

“**Independent Contractors**” has the meaning set forth in Section 3.1.10(b).

“**Intellectual Property**” means all of the following: (a) Patents; (b) copyrights and other equivalent rights in works of authorship (published or unpublished), including all data compilations, website content, advertising collateral, and promotional materials, designs, moral rights (or other similar rights) and all other rights associated therewith, copyright registrations, applications and renewals in connection therewith, together with all translations, adaptations, derivations, and combinations thereof (“**Copyrights**”); (c) designs, design registrations, and design registration applications; (d) trademarks, names, trade names, business names, corporate

names, domain names, Social Media Accounts, website names and world wide web addresses, common law trademarks, unregistered trademarks, service marks, trade dress and logos, slogans, and other designations of source or origin, and all goodwill related to the foregoing, and all applications, registrations, and renewals in connection therewith (“**Trademarks**”); (e) rights in computer programs and software (whether in source code, object code, html code, executable code, or other form), whether or not copyrightable, algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation thereto, including user manuals, developer notes, comments, annotations, and training materials, related to any of the foregoing, and all version updates, corrections, enhancements, and modifications thereto; (f) rights in trade secrets and all other confidential information, know-how, inventions, improvements, processes, formulae, recipes, models, techniques, plans, ideas, concepts, designs, drawings, specifications, business, manufacturing and production processes and techniques, technical data and information, scientific and technical data or information, and methodologies, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, and all other information that derives economic value from not being generally known (“**Trade Secrets**”); (g) Internet domain names, URLs, internet protocol addresses, Social Media Accounts, websites and all content provided in the foregoing (“**Internet Properties**”); (h) registrations and applications for any of the foregoing; (i) all goodwill associated or arising in connection with the forgoing; (j) all other intellectual property or proprietary rights of any kind or nature arising under any jurisdiction; (k) all rights of publicity, including the right to use the name, voice, likeness, signature and biographies of real persons, together with all goodwill related thereto; (l) all other similar proprietary rights; and (m) all copies and tangible embodiments thereof (in whatever form or medium).

“**Interim Financial Statements**” has the meaning set forth in Section 5.17.

“**Interim Period**” means the period commencing immediately after the execution and delivery of this Agreement on the Execution Date and ending on the earlier of (a) Closing and (b) the termination of this Agreement.

“**Internet Properties**” has the meaning set forth in the definition of Intellectual Property.

“**Inventory**” means (a) all inventories relating to the Business which are owned by Seller or its Subsidiaries and which are on hand at the Transferred Stores, Distribution Centers, or in transit thereto, as of the Determination Time (including all inventories that Seller or any of its Subsidiaries buys back from their franchisees), and (b) constituent inventory (including any raw materials, work in process inventory or finished good inventory) to the extent owned by Seller or its Subsidiaries and related to the Business. Notwithstanding the foregoing, “**Inventory**” shall not include: (i) goods which belong to sublessees or concessionaires of Seller or its Subsidiaries or (ii) goods held by Seller or its Subsidiaries on memo, on consignment, or as bailee, with respect to Purchased Products held by manufacturers thereof, with respect to Purchased Products held by manufacturers thereof.

“**IRS**” means the Internal Revenue Service or any successor Governmental Authority.

“**IT Systems**” means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information

technology networks and systems (including telecommunications networks and systems for voice, data and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by Seller or its Subsidiaries.

“Joint Written Instructions” has the meaning set forth in Section 8.2.5.

“Latest Balance Sheet” means the most recent balance sheet included in the Financial Statements.

“Law” means any (a) applicable national, supranational, domestic or foreign, federal, state, provincial or local statute, law (including the common law), act, treaty, code, constitution, ordinance, Order, decree, rule, ruling, directive, determination, decision, opinion, administrative interpretation, regulation, or by-law, and (b) any other policy, guideline, notice, protocol or requirement having the force of law of any Governmental Authority, in each case as in effect from time to time.

“Lease” means all rights and interests of Seller or its Subsidiaries for all unexpired leases, subleases, licenses, or other rights to use or occupy real property, and any amendments, supplements, concessions, options, extension letters, assignments, termination agreements, subordination agreements and nondisturbance agreements and guaranties related to the foregoing.

“Lease Assignment” means the Lease Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit D.

“Leased Real Property” has the meaning set forth in Section 2.1.1(i).

“Liability” means any debt, loss, liability, obligation, commitment, claim, damage, demand, fine, judgment, deficiency, fee, charge, cost, expense, expenditure, Tax, or penalty, whether absolute or contingent, accrued or unaccrued, asserted or unasserted, known or unknown, fixed or contingent, matured or unmatured, direct or indirect, determined or determinable or otherwise (including all adverse reactions, recalls, product and packaging complaints or other liabilities), whether arising under any Law, Order, Contract or otherwise and without regard to when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

“Litigation” means any claim, action, charge, complaint, audit, investigation, examination, inquiry, arbitration, mediation, hearing, proceeding, suit (whether civil, criminal, administrative, or investigative or appellate proceeding), warning letter, or notice of violation by or before any Governmental Authority.

“Look-Back Date” means August 21, 2023.

“Material Adverse Effect” means any event, result, effect, occurrence, state of facts, circumstance, development, condition or change, that, individually or in the aggregate, (a) has had or would reasonably be expected to have a material adverse effect on the business, results of operations, assets, liabilities or condition (financial or otherwise) of the Business or the Purchased Assets and the Assumed Liabilities, taken as a whole or (b) would reasonably be expected to prevent or materially impair or delay the ability of Seller to consummate the Closing; *provided,*

however, that in the case of the foregoing clause (a) only, none of the following shall be deemed (individually or in combination) to constitute, or shall be taken into account in determining whether there has been, a “Material Adverse Effect”: (i) general political or economic conditions or conditions affecting the capital or financial markets generally, including the worsening of any existing conditions or changes affecting the availability or cost of financing; (ii) conditions generally affecting any industry or industry sector in which Seller and its Subsidiaries operate or compete; (iii) any change in accounting requirements, applicable Laws or the enforcement, implementation or interpretation thereof; (iv) any hostility, act of war, sabotage, terrorism or military actions, or any escalation of any of the foregoing; (v) any hurricane, flood, tornado, earthquake, pandemic, epidemic, disease, outbreak, public health crisis or other natural disaster or force majeure event; (vi) this Agreement, the Transactions or the Chapter 11 Cases, including the public announcement thereof or the impact of such announcement or pendency on the relationship of Seller and its Subsidiaries with any supplier, distributor, customer, partner, franchisee or similar relationship or any loss of employees resulting therefrom; (vii) the failure of Seller and its Subsidiaries to achieve any financial projections, predictions, forecasts or estimates of revenues for any period (*provided*, that the underlying causes of such failure shall not be excluded unless otherwise excluded pursuant to this definition); (viii) any act or omission of Seller or any of its Subsidiaries required by the terms of this Agreement or at the request (or with the consent) of Buyer; (ix) (A) the commencement or pendency of the Chapter 11 Cases, (B) any objections in the Bankruptcy Court to (1) this Agreement, any Ancillary Agreement or the Transactions, (2) the reorganization of Seller or any of its Subsidiaries or (3) the assumption or rejection of any Purchased Contract otherwise in compliance with this Agreement, or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Subsidiaries required to be taken (or not taken) to comply therewith; (x) actions taken by Buyer or its Affiliates with respect to the Transactions or the financing thereof or any breach by Buyer of this Agreement; (xi) any act or omission by Seller or any of its Subsidiaries required to be taken pursuant to the terms of the DIP Financing Order; and (xii) any change in the market price, credit rating or trading volume of Seller’s or any of its Subsidiaries’ stock or other securities or any change affecting the ratings or the ratings outlook for Seller or any of its Subsidiaries (*provided*, that the underlying factors contributing to any such change shall not be excluded unless such underlying factors would otherwise be excluded from the definition of Material Adverse Effect); except, in the case of clauses (i) through (v), to the extent that any such event, result, effect, occurrence, state of facts, circumstance, development, condition or change has a disproportionate and adverse effect on the Purchased Assets and Assumed Liabilities, taken as a whole, relative to other Persons operating businesses similar to the Business.

“**Material Contracts**” has the meaning set forth in Section 3.1.19(a).

“**Mobile Platform**” means all consoles, certificates, profiles, identifiers, files, keys, API, and any other information, documentation or materials necessary or useful for maintaining user accessibility to the mobile Software applications made available through the Apple App Store or the Google Play Store by or on behalf of Seller in connection with the Business, as necessary or useful for Buyer to provide notice and redirection to users through such application in a manner controlled by Buyer at and following Closing, together with (a) all administrator usernames, passwords and credentials used to access, use, manage, maintain or renew such consoles, certificates, profiles, identifiers, files or keys, and (b) all site maps, templates, style guides, design

materials and content (including any text, fonts, colors, cascading style sheets (CSS), layouts, video, images and graphics) with respect thereto or made available thereon.

“Multiemployer Plan” has the meaning set forth in Section 3.1.9(c).

“Net Adjustment Amount” has the meaning set forth in Section 2.8(b).

“Net Working Capital Amount” means, without duplication, (a) the aggregate dollar amount of the “current assets” of the Business that constitute Purchased Assets (*provided*, that, with respect to Taxes solely to the extent apportioned to the Pre-Closing Tax Period in accordance with Section 5.3.2(b)) *minus* (b) the aggregate dollar amount of the “current liabilities” of the Business that constitute Assumed Liabilities (*provided*, that, with respect to Taxes solely to the extent apportioned to the Pre-Closing Tax Period in accordance with Section 5.3.2(b)), measured as of the Determination Time, in each case calculated in accordance with the Accounting Policies. Notwithstanding anything to the contrary, Net Working Capital Amount shall not be calculated with respect to any Taxes except for Apportioned Obligations, which shall (i) be apportioned in accordance with Section 5.3.2(b), (ii) shall not include any contingent Taxes, Tax reserves or uncertain Taxes, and (iii) shall be calculated consistently with Section 5.3.4. Net Working Capital Amount shall exclude Assumed Indebtedness, the Tax Reserve Liabilities, Cure Costs, Cash, Restricted Cash, shall include Store Cash and shall reflect only the line items of the “current assets” and the “current liabilities” of the Business as set forth on Exhibit E.

“Net Working Capital Shortfall” has the meaning set forth in Section 2.8(b).

“Net Working Capital Surplus” has the meaning set forth in Section 2.8(b).

“Non-Recourse Persons” has the meaning set forth in Section 7.2.1.

“Non-Transferred Store” has the meaning set forth in Section 4.6.

“Notice” has the meaning set forth in Section 9.2.1.

“Objection Notice” has the meaning set forth in Section 2.8(e).

“Offer Employees” has the meaning set forth in Section 5.12.2.

“Offer List Deadline” has the meaning set forth in Section 5.12.2.

“Open Source Software” means any software that is licensed pursuant to (a) any license that is a license now or in the future approved by the Open Source Initiative and listed at <http://opensource.org/licenses>, which licenses include all version of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL (AGPL), the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL); (b) any license to software that is considered “free” or “open source software” by the Open Source Foundation or the Free Software Foundation; or (c) any reciprocal license, in each case whether or not source code is available or included in such license.

“Order” means any judicial, arbitral, administrative, ministerial, departmental or regulatory writ, judgment, edict, directive, adjudication, decree, injunction, ruling, order, decision, award or other binding obligation, pronouncement, determination or similar action taken by, or applied by, any Governmental Authority (in each case, whether temporary, preliminary or permanent).

“Ordinary Course” means, with respect to an action taken by a Person, that such action is taken in the ordinary course of the normal day-to-day operations of such Person, taking into account the Chapter 11 Cases, consistent with past practice.

“Organizational Documents” means, as applicable, (a) the certificate or articles of incorporation, formation, organization, limited partnership or association, (b) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person, (c) the bylaws or any similar governing document adopted in connection with the creation, formation or organization of a Person, (d) the operating agreement or limited liability company agreement of a limited liability company or limited partnership agreement of a limited partnership, (e) any similar organizational documents or instruments of any other type of foreign or domestic entity and (f) any amendment or modification to any of the foregoing.

“Outside Date” means July 15, 2025.

“Owned Intellectual Property” means all Intellectual Property owned or purported to be owned by Seller or any of its Subsidiaries and related to the Business.

“Party” or **“Parties”** has the meaning set forth in the Preamble.

“Patents” means all inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, discoveries, all improvements thereto, and all issued patents and patent applications, provisional patent applications, together with all counterparts claiming priority therefrom, and all applications for reissues, industrial designs, or invention disclosures in any country or supranational jurisdiction, and any substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, confirmations, re-examinations, extensions, and supplementary protection certificates and all application sharing common technical specifications.

“Payee” has the meaning set forth in Section 5.3.1(a).

“Payer” has the meaning set forth in Section 5.3.1(a).

“Payments” has the meaning set forth in Section 5.3.1(a).

“PCI DSS” means the Payment Card Industry Data Security Standard.

“Permit” means with respect to any Person, any permit, license, grant, authorization, consent, registration, certificate, franchise, certification, variance, exemption, Order or approval or similar authorization of any Governmental Authority having jurisdiction over such Person.

“Permitted Encumbrance” means any (a) Encumbrance for utilities and Taxes not yet due or delinquent or for those Taxes being contested in good faith by appropriate proceedings and, in each case, for which appropriate reserves have been established in accordance with GAAP or the nonpayment of which is permitted or required by applicable bankruptcy Law; (b) Encumbrance imposed by Law that does not or would not be reasonably expected to materially detract from the current value of, or materially interfere with the present use and enjoyment of, any Purchased Asset subject thereto or affected thereby in the Ordinary Course; (c) non-exclusive licenses of Intellectual Property granted in the Ordinary Course; (d) mechanics’, materialmen’s, carriers’, workmen’s, warehouseman’s, repairmen’s, landlords’ and similar Encumbrances granted or which arise in the Ordinary Course for amounts which are not due and payable; (e) Encumbrances on the Leased Real Property in favor of the landlord of such Leased Real Property, whether contractual, statutory or otherwise; (f) matters that would be disclosed by a title commitment, or current and accurate survey of each parcel of Leased Real Property, in each case, that would not, individually or in the aggregate, reasonably be expected to materially detract from the property and/or the value thereof or in any way prohibit use of the property for its current purposes; (g) Encumbrances expressly contemplated by, or that are removed or released by operation of, the Sale Order; and (h) Encumbrances disclosed on Section 1.1.3 of Seller Disclosure Schedules.

“Person” means any individual, partnership, limited partnership, limited liability partnership, limited liability company, unlimited liability company, joint stock company, joint venture, syndicate, sole proprietorship, corporation, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or any other legal entity, including a Governmental Authority, and pronouns have a similarly extended meaning.

“Personal Information” means all data and information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly to a particular individual or otherwise is subject to any applicable Data Privacy Laws related to the privacy or security of information associated with an individual.

“Personal Property” means all tangible personal property relating to the Business that is owned or used by Seller and/or its Subsidiaries, including apparatus, materials, furniture, fixtures, supplies, parts, equipment, computers, servers, machinery, vehicles, rolling stock, and other tangible property.

“Personnel Records” means the following current employment and current personnel information with respect to each Continuing Employee, in each case, to the extent permitted by applicable Law: salary, wage grade, job description, variable compensation targets, performance documentation, training and continuing education records, business and personal mailing addresses and telephone numbers, any employment, confidentiality, restrictive covenants and/or intellectual property assignment agreements, employee handbook and policy acknowledgments, and any other employment-related agreements, acknowledgements and authorizations, Family and Medical Leave Act (or similar) records, disability accommodation records, workplace injury records, internal or external complaints by or concerning such Continuing Employee, Forms I-9 (Employment Eligibility Verification) related to such Continuing Employee; *provided*, that Personnel Records shall not include any medical records.

“Plan” means each “employee benefit plan” within the meaning of section 3(3) of ERISA (whether or not subject to ERISA) and each other stock purchase, stock option, restricted stock, phantom stock, equity or equity-based, employment, consulting, termination, severance, retention, stay-on, change-of-control, bonus, incentive, deferred compensation, retirement, supplemental retirement, retiree medical or life insurance, and any other plan, policy, program, agreement, arrangement or Contract providing compensation or benefits, in each case, whether written or oral, and (a) with or covering (including eligibility to participate) any Business Employee (or the dependent or beneficiary thereof) to which Seller or any of its Subsidiaries or Affiliates is a party, or (b) that is maintained, sponsored or contributed to by Seller or any of its Subsidiaries or Affiliates for the benefit of any Business Employee, or to which Seller or any of its Subsidiaries or Affiliates has or could reasonably be expected to have any Liability.

“Post-Closing Statement” has the meaning set forth in Section 2.8(c).

“Post-Closing Tax Period” has the meaning set forth in Section 5.3.2(b).

“Pre-Closing Tax Period” has the meaning set forth in Section 5.3.2(b).

“Privacy Policies” has the meaning set forth in Section 3.1.8(o).

“Processing” shall mean any operation or set of operations which is performed on Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, access, storage, distribution, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Public Statement” has the meaning set forth in Section 5.2.

“Purchase Price” means the Cash Purchase Price, *plus* the Assumed Liabilities.

“Purchased Assets” has the meaning set forth in Section 2.1.1.

“Purchased Books and Records” means all books and records data, databases, taxonomies (including all Tax books records, Tax Returns and related workpapers or other documents, but excluding Excluded Tax Returns), documents and files collected, held or used in connection with the Business of Seller and its Subsidiaries, including (to the extent collected, held or used in connection with the Business) all (a) vendor and supplier lists and associated information, (b) customer data, together with all data held or collected in connection therewith (in any data field), including all contact information, demographic information, transaction and usage histories, registry information, loyalty program data (including with respect to customer participation, loyalty tiers, reward balances and other information) and gift card information (including with respect to usage, cards issued and balances), (c) customer opt-out or opt-in lists, (d) current customer models, segmentation, life time value, share of wallet, probability to shop and next product to buy, and other customer-based analyses or reports, (e) blog content, social media content, analytics (including data relating to Internet Properties) visitor data, product review and user-generated content (including images, text, video and all other content), (f) other cost, pricing and sales data, (g) other information incorporated in or relating to any other Purchased Asset (including the development, maintenance, use or operation thereof), and (h)

usernames, passwords and credentials used to access, use, manage, maintain or renew any of the foregoing.

“**Purchased Contracts**” has the meaning set forth in Section 2.1.1(a).

“**Purchased Intellectual Property**” means the Intellectual Property licensed to Seller or its Subsidiaries under the Purchased Contracts, and all other Owned Intellectual Property.

“**Purchased Leases**” has the meaning set forth in Section 2.1.1(i).

“**Purchased Products**” means the products that are formulated and supplied by a third-party to Seller and its Subsidiaries’ with Seller’s branding as of the Closing.

“**Representatives**” means a Party’s officers, directors, employees, agents, attorneys, accountants, consultants, advisors, financing sources and other representatives.

“**Restricted Cash**” shall mean all cash held in escrow or as a security or other deposit, held for or on behalf of any person, deposited with any person, or if usage of, or access to, cash is restricted by Law, Contract, or otherwise, and/or if such cash is restricted in any manner whatsoever, then including the amount of the fees, costs, expenses, interest, penalties, reductions, withholdings, and/or Taxes or other levies imposed on, and/or related to, removing any restrictions and/or limitations on the use, or repatriation, of such cash.

“**Restructuring Support Agreement**” means the Restructuring Support Agreement, dated as of November 1, 2024, inclusive of all exhibits and schedules thereto, by and among the Debtors, the Consenting First Lien Lenders, and any other Person that may become a party to such agreement pursuant to its terms, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms.

“**Sale Hearing**” means the hearing conducted by the Bankruptcy Court to approve the Transactions.

“**Sale Motion**” has the meaning set forth in Section 5.8.1.

“**Sale Order**” has the meaning set forth in Section 5.8.1.

“**Sanctioned Country**” means any of Cuba, Iran, North Korea, Syria, and the Crimea region or so-called Donetsk People’s Republic or Luhansk People’s Republic regions in Ukraine.

“**Sanctioned Person**” means any Person with whom dealings are restricted or prohibited under any Sanctions, including (a) any Person identified in any list of Sanctioned Persons maintained by (i) the U.S. Department of Treasury, Office of Foreign Assets Control or the U.S. Department of State, (ii) His Majesty’s Treasury of the United Kingdom, (iii) the United Nations or (iv) the European Union, (b) any Person located, organized, or resident in, organized in, or a Governmental Authority or government instrumentality of, any Sanctioned Country and (c) any Person directly or indirectly 50% or more owned or controlled by a Person described in clause (a) or (b).

“**Sanctions**” means all applicable Laws concerning economic sanctions.

“**Secured Party Deliverables**” means a written waiver and consent executed by the Required Lenders under and as defined in the First Lien Credit Agreement and the Required Supermajority Lenders under as defined in the DIP Credit Agreement (as defined in the DIP Financing Order) in the form of Exhibit I attached hereto.

“**Seller**” has the meaning set forth in the Preamble.

“**Seller 401(k) Plan**” has the meaning set forth in Section 5.12.6.

“**Seller Disclosure Schedules**” means the disclosure schedules of Seller delivered by Seller pursuant to this Agreement.

“**Seller Expense Reimbursement**” has the meaning set forth in Section 8.2.5.

“**Seller Insurance Coverage**” has the meaning set forth in Section 5.13.

“**Seller’s Knowledge**” or “**Knowledge of Seller**” means the actual knowledge of any one of Andrew Laurence, Eric Seeton, Andrew Kaminsky and Tiffany McMillan-McWaters, in each case after reasonable inquiry of applicable direct reports and without personal liability on the part of any of them, other than Fraud.

“**Seller Related Person**” means Seller, its Affiliates, and each of Seller’s and its Affiliates’ respective equity holders, stockholders, shareholders, officers, directors, employees, partners, members, managers, agents, attorneys, representatives, heirs, trustees, trust beneficiaries, successors and permitted assigns.

“**Seller Software**” has the meaning set forth in Section 3.1.8(a).

“**Seller Source Code**” has the meaning set forth in Section 3.1.8(k).

“**Social Media Accounts**” means social media profiles, accounts, addresses and handles (including those made available through Facebook, X.com, YouTube, TikTok, or similar platforms).

“**Software**” means all software, software platforms, computer programs, operating systems, applications, firmware, user interfaces, application programming interfaces, and other code, including all related source code, object code, application programming interfaces, data files, databases, protocols, specifications, and all documentation relating to any of the foregoing.

“**Store Cash**” has the meaning set forth in Section 2.1.1(u).

“**Store Employee**” means an individual employed by Seller or any of its Subsidiaries who is providing services at one of the Stores or Distribution Centers.

“**Store Threshold**” has the meaning set forth in Section 4.6.

“**Store Transfer Date**” has the meaning set forth in Section 5.12.2.

“Stores” means the retail store locations leased by Seller and/or its Subsidiaries that are set forth on Section 1.1.4 of Seller Disclosure Schedules.

“Straddle Period” means any taxable period that includes but does not end on the Closing Date.

“Subsidiary” means, with respect to any Person, any entity of which at least a majority of the securities or ownership interests having by their terms voting power to elect a majority of the board of directors or other Persons performing similar functions is directly or indirectly owned or controlled by such Person or by one or more of its respective Subsidiaries, or is under common control with such Person. The term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

“Target Net Working Capital Amount” means \$139,840,437.00.

“Tax Laws” has the meaning set forth in Section 2.3.2.

“Tax Reserve Liabilities” means any and all sales and use Taxes imposed with respect operations of the Business in any taxable period (or portion thereof) ending on or before the Closing Date.

“Tax Reserve Liability Amount” means \$4,200,000.00.

“Tax Reserve Liability Proceedings” has the meaning set forth in Section 5.3.6.

“Tax Return” means any return, declaration, report, election, notice, filing, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and includes any amended returns required as a result of examination adjustments made by the IRS or other Taxing Authority.

“Taxes” means any and all taxes, charges, fees, customs, levies, duties, excises, premiums, imposts, required deposits or other assessments of any kind whatsoever and however denominated, including all federal, state, local or foreign net income, capital gains, gross income, gross receipt, property, franchise, sales, use, excise, withholding, payroll, employment, social security, worker’s compensation, unemployment, occupation, capital stock, transfer, registration, recording, gains, windfall profits, environmental, net worth, asset, transaction and other taxes, and any interest, penalties, fines or additions to tax with respect thereto, imposed upon any Person by any Taxing Authority or other Governmental Authority under applicable Law.

“Taxing Authority” means any Governmental Authority or any quasi-governmental body exercising tax regulatory authority.

“Third Party” means any Person other than Seller, Buyer and their respective Affiliates and permitted successors and assigns.

“Top Suppliers” has the meaning set forth in Section 3.1.20.

“Trade Secrets” has the meaning set forth in the definition of Intellectual Property.

“Trademark Assignment Agreement” means the Trademark Assignment Agreement, in substantially the form attached hereto as Exhibit C.

“Trademarks” has the meaning set forth in the definition of Intellectual Property.

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Agreements.

“Transfer Taxes” has the meaning set forth in Section 5.3.2(a).

“Transferred Stores” means the Stores or the Distribution Centers that become designated for assumption and assignment in accordance with Section 2.7.2.

“Transition Services Agreement” means the transition services agreement substantially in the form attached hereto as Exhibit G.

“U.S.” or “United States” means the United States of America.

“Vitamin Shoppe Marks” has the meaning set forth in Section 5.15.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar Laws.

“Willful Breach” shall mean (a) Fraud or (b) a deliberate act or a deliberate failure to act, in each case, in material breach of a covenant set forth in this Agreement or any Ancillary Agreement.

1.2 Construction. Except where the context otherwise requires, wherever used, the singular includes the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word “or” is used in the inclusive sense (and/or). The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The terms “include,” “includes” and “including” mean “include, without limitation,” “includes, without limitation” and “including, without limitation,” respectively, and do not limit the generality of any description preceding such term. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party. Unless otherwise specified or where the context otherwise requires, (a) references in this Agreement to any Article, Section, Schedule or Exhibit are references to such Article, Section, Schedule or Exhibit of this Agreement; (b) references in any Section to any clause are references to such clause of such Section; (c) “hereof,” “hereto,” “hereby,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) references to a Person are also to its successors and permitted assigns; (e) references to a Law include any amendment or modification to such Law and any rules or regulations issued thereunder, in each case, as in effect at the relevant time of reference thereto; (f) references to any agreement, instrument or other document in this Agreement refer to such agreement, instrument or other document as originally executed or, if subsequently amended, replaced or supplemented from time to time, as so amended, replaced or supplemented and in effect at the relevant time of

reference thereto; (g) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”; (h) all references to “made available” means, when used with respect to any document or other item of information, that such document or other item of information was provided or made available to Buyer in the “virtual data room” prepared by Seller to which Buyer has been provided access prior to the date hereof; (i) references to monetary amounts are denominated in United States Dollars and all references to “\$” shall be deemed to refer to United States dollars; and (j) references to “reasonable best efforts” with respect to the Parties or their respective Affiliates means the efforts that a commercially reasonable Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as reasonably practicable. The Parties have participated jointly in the negotiation and drafting of this Agreement and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party (or any Affiliate thereof) by virtue of the authorship of any of the provisions of this Agreement. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

ARTICLE 2

SALE AND PURCHASE OF ASSETS; LIABILITIES

2.1 Sale of Purchased Assets.

2.1.1 Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement and the Ancillary Agreements, at and effective as of the Closing, and pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Seller shall (or shall cause its applicable Subsidiaries to), sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller (or such Subsidiaries), all rights, title and interests of Seller or its Subsidiaries in and to all of the assets, properties, interests, rights and Claims of Seller and its Subsidiaries related to, or used in connection with, the Business (other than the Excluded Assets), including the following assets related to, or used in connection with, the Business (collectively, the “**Purchased Assets**”), in each case free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities):

- (a) all rights and interests of Seller or its Subsidiaries under the Contracts set forth in Section 2.7.1 of Seller Disclosure Schedules, which Section of Seller Disclosure Schedules may be modified at the request of Buyer, up to 3:00 P.M. (Eastern Time) on May 4, 2025 or as otherwise set forth in Section 2.7.2 (such Contracts, the “**Purchased Contracts**”);
- (b) the Purchased Books and Records;
- (c) the Purchased Intellectual Property and the Business Internet Properties, and the Mobile Platform, including all rights of action associated therewith;
- (d) all Permits that are listed on Section 2.1.1(d) of Seller Disclosure Schedules, to the extent assignable or transferable;

- (e) all Inventory;
- (f) to the extent available and in existence as of the date hereof and the Closing, all advertising, marketing, sales and promotional materials samples, artwork, photography, images, videos, copy, catalogues, labels, brand books, style guides, retailer presentations, drawings, recordings and similar material, and any other printed or written material showing the heritage of any Trademarks, in each case used in connection with the Business;
- (g) all fax numbers and telephone numbers;
- (h) all pre-paid expenses and security deposits associated with the Transferred Stores;
- (i) all rights and interests of Seller or its Subsidiaries under the Leases set forth in Section 2.7.1 of Seller Disclosure Schedules, which Section of Seller Disclosure Schedules may be modified at the request of Buyer, up to 3:00 P.M. (Eastern Time) on May 4, 2025 or as otherwise set forth in Section 2.7.2 hereto (such real property, the “**Leased Real Property**,” and such Leases, the “**Purchased Leases**”);
- (j) the Purchased Products;
- (k) to the extent permitted by Law and applicable employment or privacy policies communicated to Continuing Employees, copies of Seller’s Personnel Records with respect to the Continuing Employees;
- (l) all Personal Property;
- (m) all Accounts Receivable;
- (n) all goodwill of Seller as a going concern and any goodwill related to the Business, the Purchased Assets and the Assumed Liabilities;
- (o) all rights of Seller under any non-disclosure or confidentiality, non-compete, non-interference or non-solicitation agreements with current and former employees and agents of Seller or with third parties, in each case, related to the Purchased Assets or the Business (or any portion thereof);
- (p) all rights of publicity, personality rights and similar rights relating to, used in (or held for use in) or arising out of, the sale or marketing of any products or services of the Business;
- (q) all Avoidance Actions against any of Seller’s vendors, suppliers, customers or trade creditors with whom Buyer continues to conduct business in regard to the Purchased Assets after the Closing and any of their Affiliates;
- (r) all Employee Equipment;

(s) the insurance policies set forth on Section 2.1.1(s) of Seller Disclosure Schedules;

(t) any Tax attributes that transfer to Buyer by automatic operation of Law as a result of Buyer acquiring the Purchased Assets and any Tax refunds solely to the extent such refunds relate to Assumed Taxes (“**Buyer Tax Benefits**”);

(u) any cash on hand (whether in a cash register, safe, deposit box) at a Transferred Store (“**Store Cash**”);

(v) all unexpired transferrable warranties, indemnities or guarantees from any third party related to the other Purchased Assets or Assumed Liabilities;

(w) the Plans set forth on Section 2.1.1(w) of Seller Disclosure Schedules; and

(x) any Restricted Cash associated with the Transferred Stores.

2.1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, (a) Buyer shall not acquire the Excluded Assets, including any Contract (including Leases) set forth on Section 2.1.2 of Seller Disclosure Schedules (each such Contract or Lease, an “**Excluded Contract**”), (b) the Purchased Assets shall not include the Excluded Assets, and (c) Seller shall retain the Excluded Assets following the Closing.

2.1.3 Retention of Rights. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, Seller retains, on behalf of itself and its Affiliates, a right to retain copies of all or any part of all documentation that Seller delivers to Buyer pursuant to this Agreement as may be reasonably necessary to exercise its or its Affiliates’ respective rights or perform its or its Affiliates’ respective obligations under this Agreement or any Ancillary Agreement, for purposes of administration of the Chapter 11 Cases, and for purposes of complying with Law.

2.2 Liabilities.

2.2.1 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall (or shall cause its applicable Subsidiaries to) assign to Buyer and Buyer shall assume from Seller or its applicable Subsidiaries and agree to pay and discharge when due, only the following Liabilities of Seller and its Subsidiaries (other than the Excluded Liabilities) arising out of the conduct of the Business or the ownership of the Purchased Assets or the Business, in each case, immediately following the Closing (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities arising under the Purchased Contracts and the Purchased Leases that become due from and after, solely to the extent relating to facts, occurrences or other circumstances first arising after, the Closing;

(b) (i) the “current liabilities” of the Business to the extent set forth in the Net Working Capital Amount and (ii) the accounts payable, arising from the ownership of the Purchased Assets or the conduct or operation of the Business from and after the Closing;

(c) all Liabilities (i) arising from the employment or termination of any Continuing Employees and currently engaged independent contractors whenever incurred or arising, including any wages, salaries, commissions, or normal course bonuses or incentive obligations with respect to the Continuing Employees and (ii) with respect to any accrued and unused paid time off and sick time accrued prior to the Closing by any Continuing Employee to the extent permitted by applicable Law to the extent set forth in the Net Working Capital Amount (including any amounts required to be paid out by Seller under applicable Law, which amounts shall be timely reimbursed to Seller by Buyer following the Closing);

(d) all Liabilities for Transfer Taxes;

(e) all Liabilities arising from the sale of merchandise pursuant to product warranties, product returns and rebates from and after the Closing, in each case solely to the extent arising out of the Purchased Contracts;

(f) all Liabilities for gift cards, store credits, customer loyalty programs, and gift certificates validly issued by Seller and/or its Subsidiaries prior to Closing Date; and

(g) (i) all Liabilities for Taxes with respect to the Purchased Assets, the Assumed Liabilities, the Business, or the Continuing Employees with respect to any taxable period (or portion thereof) beginning after the Closing Date and (ii) all Liabilities for Transfer Taxes pursuant to Section 5.3.2 (such Taxes described in the immediately preceding clause (i) and clause (ii), the “**Assumed Taxes**”);

(h) all Liabilities arising for the Plans set forth on Section 2.1.1(w) of Seller Disclosure Schedules from and after Closing; and

(i) all Liabilities for Assumed Indebtedness (including the Liabilities set forth in Exhibit H attached hereto with respect to (and not taking into account any caps or amounts set forth in) clause (a) through (h) in the definition of Assumed Indebtedness) and which shall include, for the avoidance of doubt, the Tax Reserve Liabilities.

2.2.2 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, neither Buyer nor any of its Affiliates shall assume, nor shall they be or become responsible for, any Excluded Liabilities or any Liabilities of Seller or any of its Subsidiaries, other than the Assumed Liabilities. For greater certainty, the Excluded Liabilities shall remain the sole obligation and responsibility of Seller and its Subsidiaries.

2.3 Consideration.

2.3.1 Purchase Price. Upon the terms and subject to the conditions of this Agreement, in consideration of the conveyances contemplated under Section 2.1, Buyer shall:

(a) at the Closing, pay to Seller an amount equal to the Estimated Cash Purchase Price, *less* the Deposit (together with any and all investment interest thereon, if any, that is released to Seller), by wire transfer of immediately available funds to the account designated by Seller by Notice to Buyer, such Notice to be provided at least five (5) Business Days prior to the Closing Date (such amount, the “**Closing Payment**”); and

(b) at the Closing, assume the Assumed Liabilities.

2.3.2 Allocation of Consideration. Buyer shall allocate the Purchase Price (including the Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal income Tax purposes, to the extent properly taken into account under applicable tax laws “**Tax Laws**”), among the Purchased Assets in accordance with Section 1060 of the Code, all other applicable Tax Laws and the methodology set forth in Section 2.3.2 of Seller Disclosure Schedules (the “**Allocation**”) as soon as commercially practicable, but no later than forty-five (45) days following the determination of the final Purchase Price, and shall deliver to Seller a copy of such Allocation promptly after such determination for Seller’s review, comment and consent (such consent not to be unreasonably withheld, conditioned or delayed). If Seller delivers a written objection within thirty (30) days after receipt of the draft Allocation proposed by Buyer, then Buyer and Seller shall negotiate in good faith to resolve any such objection, and, if Seller and Buyer cannot resolve such dispute within thirty (30) days of Buyer’s receipt of Seller’s objection, then the Accounting Firm shall resolve such dispute, with the costs of such resolution to be allocated by such accounting firm between Buyer and Seller based upon the percentage of the aggregate contested amount submitted to such accounting firm that is ultimately awarded to Buyer, on the one hand, or Seller on the other hand, such that Buyer bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Seller and Seller bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Buyer, and the resolution of such dispute shall be final and binding on the Parties. Buyer and Seller (and their respective Affiliates) agree to file their respective IRS Form 8594 and all federal, state and local Tax Returns in accordance with the Allocation and agree not to take any position inconsistent with the Allocation in any Tax Return, in any refund claim, in any litigation or otherwise, except as otherwise required by a “determination” as defined in Section 1313(a) of the Code (or corresponding provision of state or local law). To the extent of any adjustment to the Purchase Price, Buyer shall revise the Allocation in accordance with this Section 2.3.2, including the methodology set forth in Section 2.3.2 of Seller Disclosure Schedules.

2.4 Closing. Pursuant to the terms and subject to the conditions of this Agreement, the closing of the Transactions (the “**Closing**”) shall take place by telephone conference and electronic exchange of documents, at 10:00 a.m. local time, on the third (3rd) Business Day following satisfaction of all conditions (other than those that by their terms are to be satisfied or taken at the Closing) set forth in Article 6 (or, to the extent permitted by applicable Law, waived by the Party entitled to the benefits thereof), or such other time and place as the Parties may mutually agree to in writing (such date of the Closing being hereinafter referred to as the “**Closing Date**”); *provided*, that, in no event shall the Closing occur prior to May 15, 2025 without the prior written consent of Buyer.

2.5 No Offset. Buyer’s obligations under this Article 2 shall not be subject to offset, reduction, netting or recoupment.

2.6 Deposit. At Closing, Buyer and Seller shall deliver Joint Written Instructions to the Escrow Agent to release the Deposit (together with any and all investment interest thereon, if any) to Seller in accordance with the Deposit Escrow Agreement.

2.7 Assumption/Rejection of Certain Contracts and Leases; Non-Assignment.

2.7.1 Section 2.7.1 of Seller Disclosure Schedules sets forth a true and complete list, as of the date hereof, of (a) all executory Contracts which require expenditures made or to be made by Seller or payments or amounts received or to be received by Seller in excess of \$100,000 in the twelve (12) months prior to the date hereof and unexpired Leases to which any Seller is a party (excluding the Excluded Contracts), including Seller's proposed Cure Costs associated with each such Contract and unexpired Lease set forth therein, and (b) the Purchased Contracts and Purchased Leases as of the date hereof.

2.7.2 From and after the date hereof until 3:00 P.M. (Eastern Time) on May 4, 2025, Buyer may, in its sole discretion, (a) add any Contract or any Lease listed on Section 2.7.1 of Seller Disclosure Schedules (or otherwise used in connection with the Business) to the schedule of Purchased Contracts and Purchased Leases, (b) remove from the schedule of Purchased Contracts and Purchased Leases any Contract listed on Section 2.7.1 of Seller Disclosure Schedules and instead designate such Contract for rejection effective on and as of the Closing or (c) remove from the schedule of Purchased Contracts and Purchased Leases any Lease listed on Section 2.7.1 of Seller Disclosure Schedules and instead designate such Lease for rejection effective on and as of the Closing; *provided*, that in the immediately preceding clauses (a), (b), and (c), Buyer shall not be able to add any Contract or Lease to the schedule of Purchased Contracts and Purchased Leases if such Contract or Lease is associated with a Store already in the active process of Closing. The schedule of Purchased Contracts and Purchased Leases shall be (and shall be deemed) modified or supplemented to reflect the additions or removals, as applicable, of Leases and Contracts that are (i) designated for assumption and assignment or (ii) designated for rejection, each as set forth in this Section 2.7.2.

2.7.3 Seller shall as promptly as reasonably practicable, but in any event upon assumption of any Purchased Contract or Purchased Lease under this Section 2.7, pay all Cure Costs (if any) in connection therewith (or as otherwise required).

2.7.4 Notwithstanding the foregoing and anything herein to the contrary, a Contract or Lease shall not be assigned to, or assumed by, Buyer or its designee hereunder to the extent that such Contract or Lease (a) is terminated by a Seller (pursuant to, and in accordance with, the terms and conditions set forth herein) or the counterparty thereto, or terminates or expires by and in accordance with its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (b) requires a consent or authorization from a Governmental Authority (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer or its designee of the applicable Seller's rights under such Contract or Lease, and such consent or authorization has not been obtained prior to the Closing. In the event that any Purchased Contract or Purchased Lease is deemed not to be assigned pursuant to clause (b) of this Section 2.7.4, the Closing shall nonetheless occur and, thereafter, through the earlier of (i) such time as such consent or authorization is obtained, (ii) twelve (12) months following the Closing (or the remaining term of such Contract or Lease or

the closing of the Chapter 11 Cases, if shorter) and (iii) the date on which the Bankruptcy Court enters an order confirming the Debtors' chapter 11 plan on the docket of the Chapter 11 Cases, Seller and Buyer shall (A) use reasonable best efforts to secure such consent or authorization as promptly as practicable after the Closing, and (B) cooperate in good faith to allow Buyer or its designee to perform the services thereunder on Seller's behalf, in all cases, without infringing upon the legal rights of any third party, including by good faith cooperation with any lawful and commercially reasonable arrangement reasonably proposed by Buyer, including subcontracting, licensing or sublicensing to Buyer any or all of any Seller's rights and obligations with respect to any such Contract or Lease, under which (1) Buyer shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits under such Contract or Lease with respect to which the consent and/or authorization has not been obtained, and (2) Buyer shall assume any related burden (net of the amount of any related Tax benefit obtained by Seller or its Affiliates) and obligation (including performance) with respect to such Contract or Lease. Upon satisfying all such requisite consent or authorization requirements applicable to such Contract or Lease after the Closing, such Contract or Lease shall promptly be assumed and assigned to Buyer in accordance with the terms of this Agreement.

2.8 Cash Purchase Price.

(a) At least two (2) Business Days before the Closing, Seller shall prepare and deliver to Buyer a written statement (the "**Closing Statement**") setting forth in reasonable detail its good faith estimate of (i) Net Working Capital Amount, as of the Determination Time (the "**Estimated Net Working Capital Amount**"), (ii) the Assumed Indebtedness, as of the Closing (the "**Estimated Assumed Indebtedness**"), and (iii) based upon the immediately preceding clause (i) and clause (ii), the resulting Estimated Cash Purchase Price. Seller will prepare the Closing Statement and all items included therein consistent with this Agreement (including the definitions herein) and the Accounting Policies, which statement shall be substantially in the form of Exhibit E attached hereto (in the case of the Estimated Net Working Capital Amount) and Exhibit H attached hereto (in the case of the Estimated Assumed Indebtedness). During the period after the delivery of the Closing Statement and prior to the Closing Date, Buyer shall have an opportunity to review the Closing Statement and Seller shall provide Buyer and its Representatives reasonable access during normal business hours to all properties, books and records relating thereto and the officers and other employees and advisors of Seller and its Affiliates, in each case, to the extent reasonably necessary to assist Buyer and its Representatives in their review of the Closing Statement; *provided*, that such access shall be in a manner that does not interfere with the normal business operations of Seller and its Subsidiaries. Seller shall in good faith consider any questions or comments received from Buyer regarding the Closing Statement; *provided*, that, to the extent that Buyer and Seller disagree as to any one or more items, then with respect to such item, the amount of such item set forth in the Closing Statement sent by Seller shall be used for purposes of calculating the Estimated Cash Purchase Price; *provided, however*, that, Buyer's acceptance of the Estimated Cash Purchase Price as proposed by Seller (or as otherwise agreed by Buyer and Seller pursuant to this Section 2.8(a)) will not be deemed to waive or otherwise impair any rights of Buyer relating to its preparation of the Post-Closing Statement and the adjustments to the Estimated Cash Purchase Price or the Cash Purchase Price pursuant to this Agreement, or waive, limit or otherwise modify any of its rights or remedies under this Agreement.

(b) Subsequent to the Closing and subject to this Section 2.8 (as applicable), the Estimated Cash Purchase Price shall be increased (if the Net Adjustment Amount is positive) or decreased (if the Net Adjustment Amount is negative) by the absolute value of the Net Adjustment Amount (which may be negative or positive); *provided*, that if the absolute value of the Net Adjustment Amount is less than or equal to 500,000.00, the Net Adjustment Amount shall be deemed to be zero (\$0). “**Net Adjustment Amount**” means an amount equal to the net result of (i) the amount by which Final Net Working Capital exceeds the Estimated Net Working Capital Amount (if any) (the “**Net Working Capital Surplus**”), less (ii) the amount by which the Estimated Net Working Capital Amount exceeds the Final Net Working Capital (if any) (the “**Net Working Capital Shortfall**”), plus (iii) the amount (if any) by which Estimated Assumed Indebtedness exceeds Final Assumed Indebtedness, less (iv) the amount (if any) by which Final Assumed Indebtedness exceeds Estimated Assumed Indebtedness.

(c) As soon as reasonably practicable, but no later than thirty (30) days after the Closing Date, Buyer shall (i) prepare a statement of (A) the calculation of Net Working Capital Amount, as of the Determination Time, (B) the Assumed Indebtedness, as of the Closing, and (C) based upon the immediately preceding clause (A) and clause (B) (and taking into account the Net Adjustment Amount, including the limitation set forth in the proviso in the first sentence of Section 2.8(b)), the resulting Cash Purchase Price as if (and solely for this purpose) such Net Working Capital Amount is the Final Net Working Capital and such Assumed Indebtedness is the Final Assumed Indebtedness (the “**Post-Closing Statement**”), and (ii) deliver the Post-Closing Statement to Seller. The Post-Closing Statement shall be prepared in good faith consistent with this Agreement (including the definitions herein) and the Accounting Policies, which statement shall be substantially in the form of Exhibit E attached hereto (in the case of the Net Working Capital Amount) and Exhibit H attached hereto (in the case of the Assumed Indebtedness). The Parties agree that (1) in determining the Final Net Working Capital, the Final Assumed Indebtedness, and the related adjustment contemplated by this Section 2.8(c), no Party will be permitted to introduce judgments, accounting methods, policies, principles, practices, procedures, assumptions, conventions, categorizations, definitions, techniques (including in respect of management’s exercise of judgment), classifications or estimation methodologies different than those set forth in the Accounting Policies, and (2) the Post-Closing Statement shall not include any purchase accounting or other adjustment arising out of the consummation of the Transactions and shall not be impacted by any changes requested by Buyer between the Closing and the delivery of the Post-Closing Statement. Without the prior consent of Seller pursuant to this Section 2.8, Buyer shall not have the right to modify the Post-Closing Statement or any items or amounts set forth therein after Buyer delivers the Post-Closing Statement to Seller. If Buyer does not deliver the Post-Closing Statement to Seller within thirty (30) days after the Closing Date, Seller (acting in its sole discretion) may elect by written notice to Buyer to deem the Closing Statement as the Final Post-Closing Statement that is final, binding and non-appealable by the Parties.

(d) In connection with the review of the Post-Closing Statement by Seller, Buyer shall provide Seller and its Representatives with reasonable access to the books and records, personnel and facilities of the Business (in each case upon reasonable advance notice in writing and during normal business hours in a manner that does not unreasonable interfere with the Business). Furthermore, Seller shall have the right to review the work papers of Buyer underlying or utilized in preparing the Post-Closing Statement and the calculation of the Cash

Purchase Price set forth therein; *provided, however*, that the independent accountants of the Business, if any, shall not be obligated to make any such work papers available to Seller unless and until Seller has signed a customary confidentiality agreement relating to such access to such work papers in form and substance reasonably acceptable to such independent accountants.

(e) Within fourteen (14) days after its receipt of the Post-Closing Statement, Seller shall inform Buyer in writing either (i) that the Post-Closing Statement is acceptable or (ii) of any objection to the Post-Closing Statement, setting forth in reasonable detail the basis for such objection and the specific adjustment to amounts, determinations and calculations set forth on the Post-Closing Statement that Seller believes should be made, including specific dollar amounts of adjustments necessary (an "**Objection Notice**"). If an Objection Notice is timely delivered within such fourteen (14) day period, Buyer and Seller shall negotiate in good faith to resolve each dispute raised therein (each, a "**Disputed Item**"). Any amounts that are not a Disputed Item on the Objection Notice shall be final, conclusive, binding and non-appealable on the Parties. If Buyer and Seller, notwithstanding such good faith efforts, fail to resolve any Disputed Item within five (5) days after Seller timely delivers an Objection Notice or such longer period of time as the Parties may mutually agree in writing, then Buyer and Seller shall jointly engage the Accounting Firm to resolve only any remaining Disputed Items as soon as practicable thereafter (but in any event, within ten (10) days after engagement of the Accounting Firm or such longer period as the Accounting Firm may reasonably require), which resolution must be in writing and set forth in reasonable detail the basis therefor; *provided*, that, all negotiations and discussions between Buyer and Seller regarding the matters specified on the Objection Notice shall (unless otherwise agreed to in writing by Buyer and Seller) be governed by Rule 408 of the U.S. Federal Rules of Evidence and any comparable applicable state rule of evidence. The amounts, determinations and calculations (or any component thereof) contained in the Post-Closing Statement shall become final, conclusive, binding and non-appealable on the Parties at the following times:

- i. in the event that Seller has informed Buyer in writing that the Post-Closing Statement is acceptable pursuant to this Section 2.8(e), the date on which Seller so informs Buyer (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered or deemed to be delivered pursuant to Section 2.8(c));
- ii. in the event that Seller does not deliver an Objection Notice to Buyer pursuant to this Section 2.8(e) within fourteen (14) days after receipt of the Post-Closing Statement, on the next Business Day following the expiration of such period (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered pursuant to Section 2.8(c));
- iii. in the event that Seller has delivered an Objection Notice to Buyer pursuant to this Section 2.8(e), the date of an agreement in writing by Buyer and Seller that such amounts, determinations and calculations (or any component thereof) that are the subject of such Objection Notice, together with any modifications thereto agreed to by Buyer and Seller, are final, conclusive, binding and non-

appealable (in which case such amounts, determinations and calculations (or any component thereof) shall be as agreed upon by Buyer and Seller); and

- iv. in the event that Buyer and Seller engage the Accounting Firm to resolve any remaining Disputed Items pursuant to this Section 2.8(e), the date on which the Accounting Firm issues its written resolution of such Disputed Items (in which case such amounts, determinations and calculations (or any component thereof) shall be as resolved by the Accounting Firm pursuant to this Section 2.8(e) with respect to all Disputed Items submitted to the Accounting Firm, and shall otherwise be as set forth in the Post-Closing Statement delivered pursuant to Section 2.8(c), together with any modifications thereto agreed to by Buyer and Seller).

(f) At such time determined in accordance with this Section 2.8, the Post-Closing Statement as so agreed (or deemed agreed) or determined shall be the “**Final Post-Closing Statement**” for purposes of this Agreement, and shall be final, conclusive, binding and non-appealable (absent fraud, willful misrepresentation or mathematical or manifest error and such determination may be entered and enforced in accordance with Section 9.1.2) on the Parties and shall be used for the adjustment of the Cash Purchase Price, if any, pursuant to Section 2.8(i). The statements of (i) Net Working Capital as of the Determination Time set forth in the Final Post-Closing Statement shall be the “**Final Net Working Capital**” for purposes of this Agreement and (ii) Assumed Indebtedness as of the Closing set forth in the Final Post-Closing Statement shall be the “**Final Assumed Indebtedness**” for purposes of this Agreement.

(g) In resolving any Disputed Item, the Accounting Firm (i) shall act as an expert and not as an arbitrator, (ii) shall be bound by the provisions of this Section 2.8(g), (iii) shall not assign a value to any Disputed Item greater than the greatest value claimed for such Disputed Item or less than the smallest value for such Disputed Item claimed by either Buyer in the Post-Closing Statement or Seller in the Objection Notice, (iv) shall limit its determination to each unresolved Disputed Item, (v) shall make its determination based solely on presentations by Buyer and Seller which are in accordance with the guidelines and procedures set forth in this Agreement and not on the basis of independent review; *provided*, that, the Accounting Firm may make reasonable requests for additional information from Buyer and Seller, (vi) may not consider for any purpose, any settlement discussions or settlement offer(s) made by or on behalf of either Seller or Buyer unless otherwise agreed in writing by Seller and Buyer, and (vii) shall have exclusive jurisdiction over any disputes arising out of or relating to the calculation of, and any adjustments to, the Closing Payment; *provided*, that upon the determination of the Accounting Firm, such determination may be entered and enforced in any court of competent jurisdiction in accordance with Section 9.1.2.

(h) For purposes of complying with this Section 2.8, Buyer and Seller shall furnish to each other and to the Accounting Firm such work papers and other documents and information relating to the Disputed Items as the Accounting Firm may require and that are available to the Party (or its independent public accountants) from whom such documents or information are requested. The Accounting Firm shall deliver its determination of the Disputed Items to Buyer and Seller in writing, together with a reasonable basis for its determination of each Disputed Item. In no event shall either Party engage in ex parte communications with the

Accounting Firm with respect to any Disputed Item until the Accounting Firm issues its final determination of the Disputed Items. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.8 shall be allocated between Buyer and Seller in inverse proportion to their success on the unresolved Disputed Items, i.e., (i) Buyer shall be responsible for that portion of the fees and expenses multiplied by a fraction, the numerator of which is the aggregate Dollar value of the Disputed Items submitted to the Accounting Firm that are resolved against Buyer (as finally determined by the Accounting Firm) and the denominator of which is the total Dollar value of the Disputed Items so submitted and (ii) Seller shall be responsible for the remaining amount of fees and expenses. In the event of any dispute regarding such allocation, the Accounting Firm shall determine the allocation of its fees and expenses as between Buyer and Seller in accordance with such allocation methodology, such determination to be final and binding on both Buyer and Seller. Except as otherwise set forth in Section 2.8(b) and this Section 2.8(h), the fees and expenses of Seller and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Seller, and the fees and expenses of Buyer and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Buyer.

(i) If the Cash Purchase Price (as finally determined in the Final Post-Closing Statement): (A) is less than the Estimated Cash Purchase Price and the Net Adjustment Amount is not deemed to be zero (\$0), then within three (3) Business Days after the Cash Purchase Price is finally determined in the Final Post-Closing Statement, Seller shall repay to Buyer an amount equal to the difference between the Cash Purchase Price and the Estimated Cash Purchase Price by wire transfer of immediately available funds to the bank accounts designated by Buyer in writing; or (B) exceeds the Estimated Cash Purchase Price and the Net Adjustment Amount is not deemed to be zero (\$0), then within three (3) Business Days after the Cash Purchase Price is finally determined in the Final Post-Closing Statement, Buyer shall pay (or Buyer shall cause to be paid) to Seller an amount equal to the difference (if any) between the Cash Purchase Price and the Estimated Cash Purchase Price by wire transfer of immediately available funds to the bank accounts designated by Seller in writing. The amounts in this Section 2.8(i) shall be exclusive of any fees and expenses owed to the Accounting Firm by any Party pursuant to Section 2.8(h). If the Net Adjustment Amount is deemed to be zero (\$0), the Estimated Cash Purchase Price is the Cash Purchase Price.

(j) This Section 2.8 shall be the sole and exclusive remedy of the Parties with respect to the determination of the Cash Purchase Price; *provided, however*, that in no event shall Buyer or Seller be entitled to any duplicative recovery as a result of the rights and remedies afforded in this Agreement and the Ancillary Agreements.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date hereof (except with respect to representations and warranties made as of a particular date, which shall be deemed to be made only as of such date) as follows, with each such representation and warranty subject to such exceptions, if any, as are set forth in the corresponding section of Seller Disclosure Schedules. Disclosures in any section or paragraph of Seller Disclosure Schedules shall be deemed disclosed with respect to any other sections or paragraphs

of this Agreement to the extent that it is readily apparent from the face of such disclosure that such disclosure is applicable to such other sections or paragraphs.

3.1.1 Organization; Good Standing; Qualification. Seller is a limited liability company validly existing and in good standing under the Laws of the State of Delaware. Seller is duly qualified to carry on business in each jurisdiction in which the nature or character of the properties and assets owned, leased or operated by it, including for greater certainty, the Purchased Assets, or the nature of its business or activities, including for greater certainty, the operation of the Business, makes such qualification necessary, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.1.2 Authority and Enforceability. Seller has the requisite power, authority and capacity to enter into this Agreement and the Ancillary Agreements to which it is or will be a party and, subject to the requisite Bankruptcy Court approvals and Sale Order, to perform its obligations hereunder or thereunder and to complete the Transactions. The execution and delivery of this Agreement and each Ancillary Agreement to which Seller is or will be a party, the performance of the obligations hereunder or thereunder and the consummation of the Transactions have been, or will be at or prior to Closing, duly authorized by all necessary action on the part of Seller. This Agreement and each of the Ancillary Agreements to which Seller is or will be a party, have been, or will be at or prior to Closing, duly executed and delivered by Seller, and, subject to the Bankruptcy Court's requisite approvals and entry of the Sale Order, constitute or will constitute a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar Laws relating to limitations of actions or affecting the availability of equitable remedies and the enforcement of creditors' rights generally and by general principles of equity (the "**Enforceability Exceptions**").

3.1.3 Authorizations and Consents. Except for (a) the entry of the Sale Order and, as applicable, the expiration or waiver by the Bankruptcy Court of the applicable 14-day period set forth in Rule 6004(h) of the Bankruptcy Rules and (b) the items disclosed in Section 3.1.3 of Seller Disclosure Schedules, no material Order, Permit, license, consent, approval, waiver, notification or filing, in each case, with a Governmental Authority, is required on the part of Seller for the execution and delivery by Seller of this Agreement, the performance by Seller of its obligations hereunder or thereunder and the consummation of the Transactions, including, for greater certainty, the transfer of the Purchased Assets.

3.1.4 No Broker. Except as disclosed in Section 3.1.4 of Seller Disclosure Schedules, Seller has not used any broker or finder in connection with the Transactions for which Buyer is or will become liable.

3.1.5 Litigation. Section 3.1.5 of Seller Disclosure Schedules sets forth a list of all material Litigation to which Seller or any of its Subsidiaries is a party as of the date hereof relating to any of the Purchased Assets, the Assumed Liabilities, or the Business. Except for the Chapter 11 Cases and the Litigation listed on Section 3.1.5 of Seller Disclosure Schedules, there are no, and since the Look-Back Date to the date hereof there has not been any, material Litigation pending or, to Seller's Knowledge, threatened against the Purchased Assets or, to the extent involving or related to the operations or conduct of the Business (including with respect to

any current or former employees or other individual service providers who provided services to the Business), against Seller or its Subsidiaries. Except as set forth on Section 3.1.5 of Seller Disclosure Schedules, as of the date hereof, there are no material Orders of or by a court of competent jurisdiction or other Governmental Authority outstanding against Seller with respect to the Business or any of the Purchased Assets, except for the Chapter 11 Cases.

3.1.6 No Violation. Subject to (a) the entry of the Sale Order and, as applicable, the expiration or waiver by the Bankruptcy Court of the applicable 14-day period set forth in Rule 6004(h) of the Bankruptcy Rules and (b) the items disclosed in Section 3.1.6 of Seller Disclosure Schedules, the execution and delivery by Seller of this Agreement and each Ancillary Agreement to which it is or will be a party, the performance by Seller of its obligations hereunder or thereunder and the consummation of the Transactions do not and will not: (i) result in a violation of any Law applicable to Seller; (ii) result in a breach of, or conflict with, the constituent documents of Seller; (iii) result in a breach of, or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification or cancelation of any obligations under, or result in the loss of any rights or the imposition or acceleration of obligations under, any Material Contract; or (iv) result in the creation of any Encumbrance (other than any Permitted Encumbrance) upon the Purchased Assets other than Encumbrances created by Buyer and assumption of the Assumed Liabilities, in each case, except as would not be material to the Business or the Purchased Assets.

3.1.7 Purchased Assets; No Material Dispositions.

(a) Except as set forth in Section 3.1.7(a) of Seller Disclosure Schedules, Seller has good and valid title to, a valid leasehold interest in or the right to use, all of the Purchased Assets that is necessary for Seller to operate the Business in all material respects. Upon the entry and effectiveness of the Sale Order, Seller will have the power and right to sell, assign, transfer, convey and deliver, as the case may be, to Buyer the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances and Assumed Liabilities. Other than Encumbrances that will be released upon the entry and effectiveness of the Sale Order, Seller owns or has rights to, and upon delivery to Buyer at the Closing will transfer to Buyer, good title to or a valid leasehold interest in all of the Purchased Assets, free and clear of all Encumbrances, except for Permitted Encumbrances and Assumed Liabilities.

(b) Other than the Excluded Assets and the rights and services to be provided under the Transition Services Agreement, the Purchased Assets constitute substantially all of the properties, assets and rights used by Seller and its Subsidiaries necessary to conduct and operate the Business in substantially the same manner as conducted by Seller and its Subsidiaries before the Closing.

(c) Other than the Excluded Assets and the rights and services to be provided under the Transition Services Agreement, no other Person (other than Seller and its Subsidiaries) owns any assets that are material to operate the Business in substantially the same manner as conducted by Seller and its Subsidiaries before Closing.

(d) Since the Look-Back Date, Seller has not sold or disposed of any assets (including any licenses, assignments, transfers, or abandonments of Intellectual Property

or tangible embodiments thereof) that are material to the Business or the Purchased Assets, other than (i) for sales of the Inventory, expiration of any registered or issued Intellectual Property in accordance with its maximum statutory term and non-exclusive licenses granted in the Ordinary Course and (ii) expirations or terminations of Leases in accordance with the terms of such Leases or negotiated terminations of Leases.

3.1.8 Intellectual Property.

(a) Section 3.1.8(a) of Seller Disclosure Schedules sets forth a correct and complete list of (i) all Owned Intellectual Property that is registered, issued, or the subject of an application for registration or issuance, including Patents, Trademarks, and Copyrights, (ii) material unregistered Trademarks, and (iii) Proprietary Software included in the Owned Intellectual Property (“**Seller Software**”). All Intellectual Property set forth on Section 3.1.8(a) of Seller Disclosure Schedules is subsisting, and, to Seller’s Knowledge, valid and enforceable. All applications and registrations for Owned Intellectual Property are in the name of one of Seller or a Subsidiary. The Purchased Intellectual Property, collectively with the Intellectual Property set forth in Section 3.1.8(a) of Seller Disclosure Schedules, includes all material Intellectual Property used in or necessary for the operation of the Business as conducted since the Look-Back Date.

(b) Section 3.1.8(b) of Seller Disclosure Schedules contains a correct and complete list of all material Social Media Accounts used by Seller or its Subsidiaries in the Business. The use of the Social Media Accounts by Seller and its Subsidiaries have complied with all terms and conditions or terms of use applicable to the Accounts in all material respects.

(c) Seller or its Subsidiaries own all right, title and interest in and to, free and clear of all Encumbrances (other than Permitted Encumbrances) all Owned Intellectual Property, and have a valid right to use, under a Purchased Contract, all other Purchased Intellectual Property. Neither Seller nor any of its Subsidiaries have entered into any agreement granting any license or other rights to any Purchased Intellectual Property that could materially limit or restrict the ability of Buyer to use, assert, enforce, or otherwise exploit any Purchased Intellectual Property.

(d) To Seller’s Knowledge, no Governmental Authority, educational institution or research center has any claim or right in or to any Owned Intellectual Property.

(e) Since the Look-Back Date, no current or former employee, independent contractor, or consultant has asserted any claim, right, or interest in or to any material Owned Intellectual Property. All Persons who have contributed, developed or conceived any material Owned Intellectual Property have done so pursuant to an agreement that protects the confidential information of Seller or its Subsidiaries and effectively grants the employing or contracting entity exclusive ownership of the Person’s contribution, development or conception pursuant to a present-tense assignment grant or by operation of law.

(f) To Seller’s Knowledge, (i) the operation of the Business has not, since the Look-Back Date, infringed, misappropriated or violated any Intellectual Property of any Third Party and (ii) no Claims or actions are pending or threatened in writing (A) regarding

infringement, misappropriation, dilution, or other violation of the Intellectual Property of any Person against Seller or its Subsidiaries in respect of the conduct or operation of the Business by Seller or its Subsidiaries, or (B) challenging the ownership, validity, enforceability or use of any Owned Intellectual Property (except, in each case, for non-final office actions).

(g) To Seller's Knowledge, Seller and its Subsidiaries have all consents, authorizations, permissions, and/or waivers necessary to use any names, images, likenesses, quotes, or other personal indicia of any individual as so used by Seller and its Subsidiaries as of the date hereof.

(h) Since the Look-Back Date, Seller and its Subsidiaries have taken commercially reasonable steps designed to protect and preserve the confidentiality of all material Trade Secrets and to Seller's Knowledge all use or disclosure thereof by or to any third party has been pursuant to the terms of a written confidentiality agreement between such third party and Seller or its Subsidiaries, and Seller and its Subsidiaries have complied in all material respects with all of its confidentiality obligations under each Contract to which such Person is a party.

(i) Seller and its Subsidiaries do not use and have not used any Open Source Software (i) in a manner that would grant or purport to grant to any Person any rights to or immunities under any of the material Owned Intellectual Property, or (ii) under any license requiring Seller or its Subsidiaries to: (A) disclose or distribute the source code included in the material Owned Intellectual Property; (B) to license or provide the source code included in the Owned Intellectual Property for the purpose of making derivative works; or (C) to make available for redistribution to any Person the source code included in the material Owned Intellectual Property at no charge.

(j) Seller Software does not contain, link to, or use any artificial intelligence or machine learning based platforms, engines, models (including any large language models or foundational models) or systems ("**Artificial Intelligence Systems**"). To Seller's Knowledge, no material Owned Intellectual Property or material confidential information are used in a manner where they become part of an Artificial Intelligence System or are accessible for any secondary use by any third party (including any third party provider of an Artificial Intelligence System).

(k) Neither Seller nor its Subsidiaries, nor any other party acting on behalf of Seller or its Subsidiaries has disclosed or delivered to any third party (including an escrow agent), or permitted the disclosure or delivery by any escrow agent or other party of, any Seller Software or source code constituting material Owned Intellectual Property ("**Seller Source Code**"). No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, require the disclosure or delivery by Seller or its Subsidiaries, or any other party acting on behalf of Seller or its Subsidiaries to any third party of any Seller Source Code, other than disclosures or deliveries made to any Independent Contractors in the Ordinary Course. Neither the execution of the Transaction documents nor the consummation of any of the Transaction, in and of itself, would reasonably be expected to result in the release of any Seller Source Code from escrow.

(l) To Seller's Knowledge, no Person is, or has been since Look-Back Date, infringing, misappropriating or otherwise violating any Owned Intellectual Property, and no such Claims have been asserted or threatened against any Person by Seller or to Seller's Knowledge, any other Person, since the Look-Back Date.

(m) Since the Look-Back Date, Seller and its Subsidiaries are in material compliance with, and have complied with, all Data Privacy Laws with respect to the collection, use, processing, storage, transfer, and security of Personal Information. The Transactions will not, as of the Closing, violate in any material respect Seller and its Subsidiaries Privacy Policies, Laws or Contracts relating to the use, dissemination, or transfer of Personal Information.

(n) To Seller's Knowledge, no Governmental Authority or other Person has commenced or threatened any litigation or other written complaint, audit, proceeding, fines, judgments, claim or investigation related to Seller and its Subsidiaries collection, use, processing, storage, transfer, and security of Personal Information in any jurisdiction in which any of Seller and its Subsidiaries operate the Business.

(o) Seller and its Subsidiaries are in compliance in all material respects with and since the Look-Back Date have complied in all material respects with (i) all provisions in Contracts that impose restrictions or conditions on the collection, use, processing, storage, transfer, and security of Personal Information, and (ii) all internal privacy and data security policies as well as privacy policies or statements posted on or in any website, application or other digital service owned or operated by Seller and its Subsidiaries in connection with the Business (collectively, "**Privacy Policies**").

(p) Since the Look-Back Date, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of Seller and its Subsidiaries IT Systems that has resulted in a material disruption or damage to the business of Seller and its Subsidiaries and that has not been remedied in all material respects. Seller and its Subsidiaries have commercially reasonable administrative, technical and physical safeguards designed to protect the confidentiality, privacy and security of Personal Information. Since the Look-Back Date, Seller nor its Subsidiaries have not experienced: (i) any material unauthorized access to or acquisition of information that compromises the security, confidentiality or integrity of Personal Information held or processed by or on behalf of Seller or its Subsidiaries or otherwise in the possession, custody or control of Seller and its Subsidiaries; (ii) any material unauthorized disclosure of, access to or use of Personal Information or (iii) any material unauthorized intrusion into any IT Systems containing Personal Information that results in unauthorized access or access in excess of authorization.

(q) To the extent necessary or required, Seller and its Subsidiaries are in material compliance, and has been in material compliance since the Look-Back Date, with PCI DSS.

3.1.9 Benefit Matters.

(a) Section 3.1.9(a) of Seller Disclosure Schedules lists each material Plan. With respect to each material Plan, Seller has made available to Buyer (to the extent applicable) accurate and complete copies of: (i) the current plan document and all amendments thereto (or, if such Plan is not reduced to writing, a written summary of the material terms thereof); (ii) the most recent summary plan description together with each subsequent summary of material modifications thereto; and (iii) the most recent determination letter or pre-approved plan advisory or opinion letter, if any, issued by the IRS.

(b) Each Plan (and each related trust, insurance Contract or fund) is and has been established, maintained, operated and administered in all material respects in accordance with the express terms of such Plan and with the requirements of ERISA, the Code and other applicable Law. All contributions, distributions, reimbursements and premium payments with respect to a Plan that are due by Seller or any of its Subsidiaries have in all material respects been timely made for any period ending on or before the Closing Date, and any such amounts that are not yet due, have been properly accrued in accordance with GAAP. Each Plan that is intended to be qualified within the meaning of section 401(a) of the Code has received a favorable determination letter or opinion letter, as applicable, from the IRS or may rely upon a favorable determination, advisory or opinion letter from the IRS, and, to Seller's Knowledge, nothing has occurred and no facts circumstances exist that would reasonably be expected adversely affect the qualified status of such Plan that would result in material Liability to the Business. As of the date of this Agreement, there are no pending or, to Seller's Knowledge, threatened (i) investigations by any Governmental Authority involving the Plans, or (ii) Claims or Litigation with respect to any Plans (other than routine claims for benefits and their appeals), in each case, that would result in material Liability to the Business.

(c) No Plan is, and neither Seller nor its Subsidiaries sponsors, maintains, contributes to or is obligated to contribute to, or has or could reasonably be expected to have any Liability with respect to (including on account of an ERISA Affiliate), any: (i) multiemployer plan (within the meaning of section 3(37) of ERISA (a "**Multiemployer Plan**") or section 4001(a)(3) of the Code); (ii) "multiple employer plan" as described in section 413(c) of the Code; (iii) "multiple employer welfare arrangement" (within the meaning of section 3(40) of ERISA); or (iv) a defined benefit pension plan (as defined in section 3(35) of ERISA) or any plan, program or arrangement that is or was at any time subject to Title IV of ERISA or subject to the minimum funding standards of section 302 of ERISA or sections 412 or 430 of the Code. No Plan provides that is an "employee welfare benefit plan" as defined in section 3(1) of ERISA provides, and Seller and its Subsidiaries have no obligation to provide, any current or former officer, director, manager, employee or individual contractor or consultant (including the Business Employees) retiree medical, disability or life insurance benefits, except as required by section 4980B of the Code, Part 6 Title I of ERISA or similar applicable state Law ("**COBRA**").

(d) Seller and its Subsidiaries have not incurred (whether or not assessed) any Tax or other penalty with respect to the reporting requirements under sections 6055 and 6056 of the Code, as applicable, or under sections 4980B, 4980D or 4980H of the Code, in each case, that would result in material Liability to the Business. No event has occurred with respect to a Plan and no condition exists that would reasonably be expected to subject the Business

or Buyer to any material Tax, fine, lien, penalty or other Liability imposed by ERISA, the Code or other applicable Laws.

(e) Except as set forth on Section 3.1.9(e) of Seller Disclosure Schedules, neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated by this Agreement (whether alone or in connection with any other event, including a termination of employment) would (i) entitle any current or former employee, independent contractor, officer, director or other service provider (including the Business Employees) to any payment or any increase in payment under any Plan, (ii) accelerate the time of payment, funding or vesting of any benefit under any Plan, or (iii) result in any payments or benefits under any agreement with Seller, its Subsidiaries and their Affiliates that, individually or in combination with any other payment or benefit, could constitute the payment to any Business Employee of an “excess parachute payment” within the meaning of section 280G of the Code or in the imposition of an excise Tax under section 4999 of the Code. Neither Seller nor its Subsidiaries has any obligation to “gross-up,” compensate, reimburse, “make-whole,” or otherwise indemnify any Business Employee for the imposition of any Tax under sections 4999 or 409A of the Code.

(f) Each Plan that is a nonqualified deferred compensation plan within the meaning of section 409A of the Code has at all times been established, administered, operated and maintained in all material respects in operational and documentary compliance with section 409A of the Code and applicable regulations guidance thereunder, and no amount under any such Plan is, has been or is reasonably expected to be subject to any Tax under section 409A of the Code.

(g) Seller and its Subsidiaries are not a party to any collective bargaining agreement, nor to Seller’s Knowledge, are there any activities or proceedings of any labor union to organize any Business Employees.

3.1.10 Employee and Labor Matters.

(a) Section 3.1.10(a) of Seller Disclosure Schedules sets forth as of April 9, 2025 an accurate, complete and correct list of all Business Employees of Seller, together with their work location, employing entity, title/position, date of hire or engagement, base salary or hourly wage rate, bonus and commission potential, accrued but unused paid time off or vacation balance, immigration status (and to the extent that the service provider requires a visa, work permit, employee pass, or other legal or regulatory approval for their engagement, the type of visa, permit, pass or approval) and classification as exempt or non-exempt, full-time or part-time, leave of absence status (including the type of leave of absence and the expected date of return to active employment, if known). Except as set forth in Section 3.1.10(a) of Seller Disclosure Schedules, the Business Employees are at-will and their employment may be terminated without any liability and no Business Employee is subject to any contract, express or implied, written or oral, with Seller or any of its Subsidiaries that cannot be terminated at will.

(b) Section 3.1.10(b) of Seller Disclosure Schedules sets forth as of April 8, 2025 a true, correct and complete list of all independent contractors who are individuals (excluding individuals engaged or leased through staffing agencies or other third-party entities)

providing the services of a single individual to the Business (“**Independent Contractors**”), which list is current as of the date herein and includes for each such Independent Contractor: (i) start date of services; (ii) type of services; (iii) duration of agreement; (iv) fee or compensation arrangements; and (v) approximate number of weekly hours of services provided by each such Independent Contractor.

(c) Neither Seller nor any of its Subsidiaries is a party to, or is bound by, any collective bargaining agreement or other contract with a labor organization or labor union covering any Business Employee. Since January 1, 2022, (i) there is no and there has been no unfair labor practice charge or labor arbitration proceeding pending, or to the Knowledge of Seller, threatened in writing against Seller or any of its Subsidiaries relating to any Business Employee, (ii) to the Knowledge of Seller, there are and have been no activities or proceedings of any labor organization or labor union to organize any Business Employee and no demand for recognition as the exclusive bargaining representative of any Business Employees has been made by or on behalf of any labor organization or labor union, and (iii) there is no and has been no pending or, to the Knowledge of Seller, threatened strike, lockout, concerted work slowdown or work stoppage, picketing, handbilling, labor arbitration, labor grievance, unfair labor practice charges or other collective bargaining disputes by or with respect to the Business Employees.

(d) With respect to the Business Employees, Seller and its Subsidiaries are in compliance in all material respects with all applicable Laws relating to the employment of the Business Employees (including employment or labor standards, labor relations, occupational health and safety, workers’ compensation, severance payment, pay equity, terms and conditions of employment, wages and hours (including overtime wages), fair employment practices, worker classification as exempt or non-exempt, employment practices, prohibited discrimination, equal employment, immigration status, unemployment insurance, child labor laws, background checks, pay transparency, collective bargaining, and leaves of absence) and have paid in full all wages, salaries, commissions, other compensation and benefits and all levies, assessments, contributions and payments to third parties due to or on behalf of such Business Employees.

(e) Except as would not reasonably be expected to result in material Liability to the Business, since the Look-Back Date, no individual has been engaged by any Seller or any of its Subsidiaries as or in the capacity of an independent contractor who does not qualify for such status under all applicable Laws, and all employees who have been classified as exempt under the Fair Labor Standards Act (and state, provincial and local counterpart Laws) have been properly classified as such. Except as set forth on Section 3.1.10(e) of Seller Disclosure Schedules, since the Look-Back Date, there have not been, and there are no, material actions, claims, charges, complaints, or demands made, pending or, to the Knowledge of Seller, threatened to be made in writing, before any Governmental Authority or under any private dispute resolution procedure with respect to any alleged violation of any such applicable Laws.

(f) Since the Look-Back Date (i) no Business Employee or Independent Contractor has made any allegation of discrimination, harassment (including sexual harassment) or other similar serious workplace misconduct against any Seller or any of its Subsidiaries or against any Business Employee who is an executive officer or who is employed at the level of Vice President or above; and (ii) neither Seller nor any of its Subsidiaries have entered into any settlement agreements related to allegations of discrimination or harassment

(including sexual harassment) or other similar serious workplace misconduct made by a Business Employee or Independent Contractor.

(g) Except as set forth on Section 3.1.10(g) of Seller Disclosure Schedules, (i) no Business Employee is on a visa sponsored by Seller or any of its Subsidiaries which visa will require continued sponsorship; and (ii) neither Seller nor any of its Subsidiaries, have, within the past three (3) years, received a “no match” letter from the Social Security Administration concerning any current or former Business Employee. Except as would not result in material liability to the Business, a USCIS Form I-9 has been properly prepared and retained for each Business Employee as required by Law. To the Knowledge of Seller, in the past three (3) years with respect to any current Business Employee, no such Form I-9 was improperly prepared or that false documentation was provided in connection with satisfying the requirements of such Form I-9. To the Knowledge of Seller, all Business Employees who are working in the United States are legally authorized to work in the United States.

3.1.11 Compliance with Laws; Permits.

(a) Except as set forth in Section 3.1.11(a) of Seller Disclosure Schedules, the Business is currently being, and since the Look-Back Date has been, conducted in compliance, in all material respects, with all applicable Laws. Seller has not received any written, or, to Seller’s Knowledge, oral notice of any actual or alleged material non-compliance or violation of any Laws in connection with the ownership of the Purchased Assets or the operation of the Business.

(b) Seller and its Subsidiaries are and have been since the Look-Back Date in possession of all material Permits pursuant to any applicable Law required for the ownership or operation of the Purchased Assets or Assumed Liabilities. All such Permits are in full force and effect, no default (with or without notice, lapse of time or both), to Seller’s Knowledge, has occurred under any such Permit, and none of Seller or any of its Subsidiaries has received any written or, to Seller’s Knowledge, oral notice from any Governmental Authority threatening to suspend, revoke, or withdraw any such Permit, in each case except as would not have a Material Adverse Effect.

3.1.12 Purchased Contracts and Purchased Leases. As of the date hereof, each Purchased Contract listed or described in Section 2.7.1 of Seller Disclosure Schedules and each Purchased Lease listed or described in Section 2.7.1 of Seller Disclosure Schedules (in each case, without giving effect to any such Contracts or Leases that are rejected pursuant to Section 2.7) is in full force and effect and is a valid and binding obligation of Seller or its Subsidiaries and, to Seller’s Knowledge, the other parties thereto, in accordance with its terms and conditions, in each case except (a) as such enforceability may be limited by the Enforceability Exceptions and (b) as set forth on Section 3.1.12(a) of Seller Disclosure Schedules, and is free and clear of any Encumbrances (other than Permitted Encumbrances). Seller has made available to Buyer correct and complete copies of all Purchased Contracts and Purchased Leases in effect as of the date hereof. Subject to requisite Bankruptcy Court approvals, and except (i) as a result of the commencement of the Chapter 11 Cases, (ii) as set forth on Section 3.1.12(b) of Seller Disclosure Schedules, and (iii) for which payment of the Cure Costs will cure, (A) Seller is not in material breach or default of its obligations under any Purchased Contract or Purchased Lease, (B) to

Seller's Knowledge, no condition exists that with notice or lapse of time or both would constitute a material default by Seller or its applicable Subsidiary under any such Purchased Contract or Purchased Lease, and (C) to Seller's Knowledge, no other party to any such Purchased Contract or Purchased Lease (1) is in material breach or default thereunder or (2) has repudiated or threatened to terminate or cancel the applicable Purchased Contract or Purchased Lease. Except as set forth on Section 3.1.12(c) of Seller Disclosure Schedules, (x) neither Seller nor any Subsidiary has subleased, licensed or otherwise granted to any Third Party the right to use or occupy any Leased Real Property with respect to a Purchased Lease or any portion thereof and (y) neither Seller nor any Subsidiary has collaterally assigned or granted any other security interest in any Leased Real Property with respect to a Purchased Lease or any interest therein (other than Permitted Encumbrances).

3.1.13 Environmental Matters.

(a) The Business is, and since the Look-Back Date has been, conducted in compliance in all material respects with all Environmental Laws, which compliance has included obtaining, maintaining and complying in all material respects with all Permits required under Environmental Law.

(b) Neither Seller nor any of its Subsidiaries have received any written or, to Seller's Knowledge, oral notice, and no Claim is pending or, to Seller's Knowledge, threatened, in each case, alleging any material violation of, or material Liability under, Environmental Laws.

(c) Neither Seller nor any of its Subsidiaries (nor, to Seller's Knowledge, any other Person to the extent giving rise to Liability for Seller or any of its Subsidiaries) have treated, stored, disposed of, arranged for or permitted disposal of, transported, handled, manufactured, distributed, released, exposed any Person to, or owned or operated any property or facility contaminated by, any Hazardous Materials, in each case, so as to give rise to any material Liability of Seller and its Subsidiaries under Environmental Law.

(d) Seller and its Subsidiaries have furnished to Buyer all material environmental audits, reports, assessments and other material environmental, health and safety documents relating to the current properties, facilities or operations of the Business or the Purchased Assets, in each case, that are in their possession or under their reasonable control.

3.1.14 Taxes.

(a) (i) All material Tax Returns required to be filed by Seller with respect to the Business and any Purchased Assets have been timely filed (taking into account extensions), and (ii) all material Taxes due and payable with respect to the Business and the Purchased Assets have been timely paid, whether or not shown on any Tax Return.

(b) All Tax withholding, collection and deposit obligations (including amounts owing or allocated to any employee, creditor or other Person) imposed on or with respect to the Purchased Assets have been timely satisfied in all material respects in accordance with applicable Law. All Forms W-2 and Form 1099 required with respect to such withholding and payment have been properly completed and filed.

(c) (i) No Tax proceeding for material unpaid Taxes with respect to the Business or any Purchased Asset is ongoing, pending or being proposed or threatened in writing by a Governmental Authority, (ii) no assessment, deficiency or adjustment with respect to material Taxes has been asserted, or proposed or threatened in writing, with respect to the Business or any Purchased Asset, other than any assessment, deficiency or adjustment which has been fully satisfied by payment, settled or withdrawn, and (iii) no claim has ever been made by a Governmental Authority in a jurisdiction in which Seller or its Subsidiaries do not file Tax Returns or pay Taxes that Seller or any of its Subsidiaries, as applicable, is or may be required to file a Tax Return or pay material Taxes in that jurisdiction with respect to the Business or any Purchased Asset.

(d) Seller has not requested or consented to extend the time or is the beneficiary of any extension of time that has not lapsed or expired (i) with respect to the due date for the filing of any material Tax Return (other than any automatic or automatically granted extension), (ii) in which any material Tax may be assessed or collected by any Governmental Authority (other than any extension which is no longer in effect or any automatic extension as a result of any ongoing Tax proceeding) or (iii) any statute of limitations in respect of material Taxes, in each case, with respect to the Business or any Purchased Asset.

(e) There are no Encumbrances with respect to Taxes upon any of the Purchased Assets other than Permitted Encumbrances.

(f) There are no Tax rulings, requests for rulings, voluntary disclosure applications or agreements or closing agreements regarding Taxes with respect to the Business, the Purchased Assets or the Assumed Liabilities that would increase Buyer's (or any of its Affiliates') liability for Taxes with respect thereto for any Post-Closing Tax Period.

(g) Seller is not nor has not been a party to a "listed transaction" within the meaning of section 6707A(c)(2) of the Code and Treasury Regulation section 1.6011-4(b)(2).

(h) Seller, with respect to the Business or the Purchased Assets, is not a party to any written Tax sharing, allocation or indemnity agreement or arrangement that will be in effect after the Closing (other than any such agreement entered into in the Ordinary Course the primary purpose of which does not relate to any Taxes).

(i) Seller has (i) timely paid all material sales and use Taxes with respect to the Business and the Purchased Assets required to be paid under Applicable Law, and (ii) properly collected and remitted all material sales and use Taxes with respect to the Business and the Purchased Assets required to be collected and remitted under Applicable Law.

3.1.15 Absence of Certain Changes. Except as set forth in Section 3.1.15 of Seller Disclosure Schedules, since December 31, 2024, (a) no event, result, effect, occurrence, fact, circumstance, development, condition or change has occurred or arisen that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (b) Seller has not taken any action that would be prohibited by Section 4.2 (other than Section 4.2(vi)) if taken during the Interim Period.

3.1.16 Sanctions. Seller is not a Sanctioned Person. Since the Look-Back Date, the Business has been operated in material compliance with all applicable Sanctions. To Seller's Knowledge, there are no pending or threatened actions or investigations related to violations of Sanctions that could have a material effect on the Business.

3.1.17 Foreign Corrupt Practices Act. Since the Look-Back Date, the Business has been operated in material compliance with all applicable anti-bribery and anti-corruption Laws (the "Anti-Corruption Laws"), including the Foreign Corrupt Practices Act of 1977, as amended.

3.1.18 Financial Statements.

(a) Set forth in Section 3.1.18(a) of Seller Disclosure Schedules are true, correct and complete copies of: (i) the combined balance sheet of the Business as of December 28, 2024, and December 30, 2023, and the related income statement of the Business for the fiscal years then ended, each of which are included in Seller Disclosure Schedules, and (ii) the combined balance sheet of the Business as of February 22, 2025, and the related income statement of the Business for the fiscal period then ended, each of which are included in the Disclosure Schedule (collectively, the "Financial Statements"). The Financial Statements fairly present, in all material respects, the financial position and results of operations of the Business for the periods indicated, in each case in accordance with GAAP consistent with past practice. The Financial Statements have been prepared from the books and records of Seller and its Affiliates.

(b) The accounts payable of the Business reflected on the Financial Statements, and all accounts payable incurred since the date of the Latest Balance Sheet arose from bona fide transactions in the Ordinary Course consistent with past practice, and all such accounts payable have either been paid, are not yet due and payable in the Ordinary Course consistent with past practice, or are being contested by Seller in good faith. All notes and accounts receivable reflected on the Financial Statements, and all accounts receivable of the Business generated since the date of the Latest Balance Sheet, (i) constitute bona fide receivables resulting from the sale of services or other obligations in favor of Seller as to which full performance has been fully rendered, (ii) are valid and enforceable claims, (iii) are not subject to any pending or threatened defense, counterclaim, right of offset, returns, allowances or credits, except to the extent reserved on the Latest Balance Sheet, (iv) are current and collectible, subject only to the reserve for bad debt set forth on the Latest Balance Sheet and adjusted for the passage of time, and (v) are not subject in whole or in part to any Encumbrance or any Contract for deduction, free goods or services, discount or other deferred price or quantity adjustment.

(c) All inventory of the Business is of a quality and quantity usable and salable by Seller in the Ordinary Course, except for obsolete, damaged, defective or slow-moving items that have been written off or written down in the Ordinary Course or for which reserves have been established and set forth in the Latest Balance Sheet.

3.1.19 Material Contracts.

(a) Section 3.1.19 of Seller Disclosure Schedules contains a complete and correct list, as of the date of this Agreement, of each Contract described below in this Section 3.1.19(a) under which Seller or any of its Subsidiaries is a party and to which Seller or any of its Subsidiaries has any current or future rights, responsibilities, obligations or liabilities in connection with the Business, other than (i) any stand-alone purchase order, sale orders, statements of work, invoices or similar instruments not made pursuant to a separate Contract (as long as such purchase order does not impose future obligations on Seller or its Subsidiaries outside of the Ordinary Course for purchase orders of such products), and (ii) any Plan or confidentiality agreements to which Seller or its Subsidiaries is a party (all Contracts of the type described in this Section 3.1.19(a), being referred to herein as the “**Material Contracts**”):

- i. is with a Top Supplier;
- ii. requires expenditures by Seller or payments to be received by Seller in excess of \$6,000,000 in the twelve (12) months ended on December 31, 2024;
- iii. (A) limits or purports to limit, in any material respect, the freedom of the Business to engage or compete in any line of business or with any Person or in any geographic area, (B) contains exclusivity or “most favored nation” obligations to which the Business is subject in favor of any Person or (C) contains any other provisions restricting or purporting to restrict the ability of the Business to sell, market, distribute, promote, manufacture, develop, commercialize or test or research the Purchased Products in any material respect, directly or indirectly through third parties (in the case of clauses (A), (B) and (C), other than any such restriction or purported restrictions that have a de minimis effect on the Business);
- iv. is a Contract pursuant to which (A) Seller receives any license to any Intellectual Property material to the Business (other than (w) non-exclusive licenses to use commercially available Software for an annual fee of less than \$500,000, (x) non-disclosure agreements, (y) licenses for open source Software, and (z) licenses which are merely incidental to the primary transactions contemplated by the Contract), (B) Seller grants or licenses to a third party any rights to use any material Owned Intellectual Property (other than Intellectual Property licensed in the Ordinary Course on a non-exclusive basis), (C) any Person (other than a Business Employee) has developed Intellectual Property for the Business that is used in and material to the Business, and (D) Seller entered into to settle or resolve any intellectual property-related dispute or litigation, including settlement agreements, coexistence agreements, covenant not to sue agreements, and consent to use agreements;
- v. is a Contract regarding the employment or engagement of any Business Employee or Independent Contractor, including (A) employment, independent contractor and consulting and similar Contracts (excluding offer letters) and

(B) Contracts providing bonuses, retention, stay-on, severance, termination pay, change in control payments, transaction bonuses, or similar compensation or benefits to personnel (whether employees or independent contractors) or agents;

- vi. is a collective bargaining agreement covering any Business Employee;
- vii. is a Contract with any Affiliate of Seller relating to the provision of funds, real property, goods or services by or to Seller as it relates to the Business; or
- viii. relate to any settlement, conciliation or stipulation of any Litigation against the Business by any other Person to which the Business will have any monetary obligation after the date hereof in excess of \$100,000, individually, or \$250,000, in the aggregate.

(b) Seller has made available to Buyer correct and complete copies of all Material Contracts in effect as of the date hereof. Subject to requisite Bankruptcy Court approvals, and except (i) as a result of the commencement of the Chapter 11 Cases, (ii) as set forth on Section 3.1.19 of Seller Disclosure Schedules, and (iii) for which Seller's payment of the Cure Costs will cure, (A) to Seller's Knowledge, Seller is not in material breach or default of its obligations under any Material Contract, (B) to Seller's Knowledge, no condition exists that with notice or lapse of time or both would constitute a material default by Seller or its applicable Subsidiary under any such Material Contract, and (C) to Seller's Knowledge, no other party to any such Material Contract is in material breach or default (or has made any written demand (or claim) for indemnification) thereunder.

3.1.20 Suppliers. Section 3.1.20 of Seller Disclosure Schedules sets forth a list of the top ten (10) suppliers and vendors based on the aggregate dollar amount of purchases by the Business ("Top Suppliers") for the year ended December 31, 2024. As of the date hereof and to Seller's Knowledge, no such supplier has (a) cancelled or terminated its business relationship with the Business, or (b) notified or informed Seller in writing that it intends to terminate or materially alter the terms of its distributing or supplying practices or its business relationship with the Business, or any written demand (or claim) for indemnification, and Seller does not otherwise have knowledge of such intent. Except as set forth on Section 3.1.20 of Seller Disclosure Schedules, since the Look Back Date, (i) the Business has not had any material disputes concerning any nonconformance in any finished products and/or services with any such Top Supplier except in the Ordinary Course and (ii) to Seller's Knowledge, there are no other facts or circumstances relating to the Top Suppliers that could reasonably be expected to materially and adversely impact the operations of the Business following the Closing.

3.1.21 Business Continuity. None of the IT Systems have experienced bugs, failures, breakdowns, or continued substandard performance in the past twelve (12) months that has caused any material disruption or interruption in or to the use of any such Systems by Seller or its Subsidiaries that have not been remediated in all material respects.

3.1.22 Bank Accounts. Section 3.1.22 of Seller Disclosure Schedules is a correct and complete list of all of the banks in which an account or safety deposit box (if any) is

maintained by or on behalf of the Business or Seller and its Subsidiaries, as the case may be, together with the account numbers and names of all authorized signatories for such accounts or with access to the safety deposit box(es) (if any).

3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date hereof (except with respect to representations and warranties made as of a particular date, which shall be deemed to be made only as of such date) as follows.

3.2.1 Entity Status. Buyer is duly formed and validly existing under the laws of its jurisdiction of formation and has the requisite corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements to which it is or will be a party.

3.2.2 Authority. The execution and delivery of and performance by Buyer of this Agreement and the Ancillary Agreements to which it is or will be a party have been, or will be at or prior to Closing, authorized by all necessary corporate action on the part of Buyer.

3.2.3 No Conflict. The execution and delivery of and performance by Buyer of this Agreement and the Ancillary Agreements to which it is or will be a party (a) do not and will not constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of Buyer's Organizational Documents, (b) do not and will not constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any Contract, license, lease or instrument to which it is a party; and (c) do not result in the violation of any Law applicable to Buyer, except in the case of clauses (b) and (c), as would not materially adversely affect the ability of Buyer to consummate the Transactions.

3.2.4 Required Authorizations. Other than the requisite Bankruptcy Court approvals and entry of the Sale Order, no filing with (other than as required under the HSR Act), notice to or Order, Permit, approval, consent, waiver, license or similar authorization of, any Governmental Authority is required on the part of Buyer as a condition to the lawful consummation of the Transactions.

3.2.5 Execution and Binding Obligation. Subject to the requisite Bankruptcy Court approvals, this Agreement and the Ancillary Agreements to which Buyer is or will be a party have been, or will be, duly executed and delivered by Buyer and constitute, or will constitute, legal, valid and binding agreements of Buyer, enforceable against it in accordance with its terms, subject only to the Enforceability Exceptions.

3.2.6 Financial Capacity.

(a) Attached hereto as Exhibit F is an executed equity commitment letter (the "**Equity Commitment Letter**") from the Equity Investors to provide, subject to the terms and conditions therein, cash in the aggregate amount set forth therein (the "**Equity Financing**").

(b) The Equity Commitment Letter has not been amended, modified or terminated, and the commitment contained in the Equity Commitment Letter, to the Knowledge

of Buyer, assuming satisfaction of the conditions set forth in Article 6, have not been withdrawn or rescinded in any respect. Assuming the Equity Financing is funded in accordance with the Equity Commitment Letter, the aggregate proceeds contemplated by the Equity Commitment Letter will be sufficient when funded for Buyer to perform its obligations under this Agreement, including making the payments described in Section 2.3 and to pay all fees and expenses related to the Transactions, including the payments described in Section 2.3. The Equity Commitment Letter provides, and will continue to provide, that Seller is a third-party beneficiary thereof and is entitled to enforce such agreement in each case in accordance with the terms set forth therein. Assuming satisfaction of the conditions set forth in Article 6, to the Knowledge of Buyer, there are no side letters or other Contracts or understandings relating to the Equity Commitment Letter that would reasonably be expected to affect the availability of the Equity Financing, and Buyer does not know of any facts or circumstances that may be expected to result in any of the conditions set forth in the Equity Commitment Letter not being satisfied, or the Equity Financing not being available to Buyer, on the Closing Date. The Equity Commitment Letter is not subject to any conditions precedent or other contingencies to fund the Equity Commitment other than as set forth therein and, as of the date hereof, is (x) in full force and effect and (y) a legal, valid, binding and enforceable obligation of Buyer and each of the other parties thereto, except as the same may be limited by Enforceability Exceptions.

(c) Buyer's obligations under this Agreement are not and will not be subject to the receipt by Buyer of any financing (other than pursuant to, and in accordance with the terms and conditions set forth in the Equity Commitment Letter).

3.2.7 Litigation. There is no material Litigation in progress, pending, or to Buyer's Knowledge, threatened against Buyer, which prohibits, restricts or seeks to enjoin the Transactions.

3.2.8 Qualification. As of the Closing, Buyer will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Purchased Contracts and the Purchased Leases and the related Assumed Liabilities (*provided*, that in no event shall Buyer be required to pay or assume any Cure Costs). To the knowledge of Buyer, there exist no facts or circumstances that would cause, or be reasonably expected to cause, Buyer and/or its Affiliates not to qualify as "good faith" purchasers under section 363(m) of the Bankruptcy Code (*provided*, that in no event shall Buyer be required to pay or assume any Cure Costs).

3.2.9 No Broker. Except for Jefferies LLC, no broker, agent or other intermediary is entitled to any fee, commission or other remuneration in connection with the Transactions based upon arrangements made by or on behalf of Buyer.

3.2.10 Solvency. Assuming (x) the accuracy of the representations and warranties set forth in Section 3.1 and (y) the performance by Seller of the covenants and agreements required to be performed by it under this Agreement prior to the Closing, immediately after giving effect to the consummation of the Transactions (including any financings being entered into in connection therewith) and taking into account all obligations of Buyer pursuant to this Agreement and the Ancillary Agreements to which it is a party, solely as of and immediately after the Closing: (a) the fair saleable value of the assets of Buyer will be greater than the total

amount of its Liabilities; (b) Buyer will be solvent and able to pay its debts and obligations in the Ordinary Course as they become due; (c) no transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Buyer in connection with the Transactions; and (d) Buyer will have adequate capital to carry on its business and all businesses in which Buyer is about to engage.

3.2.11 Independent Investigation. Buyer knowingly, willingly, irrevocably and expressly represents, warrants, acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that Buyer has conducted to its satisfaction its own independent review and analysis of, and based thereon has formed an independent judgment concerning, the Transactions, the Business, the Purchased Assets and the Assumed Liabilities. In entering into this Agreement, Buyer has relied solely upon its own review and analysis, and the specific representations and warranties of Seller expressly set forth in Section 3.1 (as qualified or modified by Seller Disclosure Schedules), and has not relied on, and hereby disclaims reliance on, any other representations, warranties, statements or omissions (whether by Seller or another Person). Buyer confirms that Seller has made available to Buyer and Buyer's Representatives such opportunity to ask questions of the personnel of Seller and its Subsidiaries, as well as such access to the offices, properties and books and records of the business of Seller and its Subsidiaries as deemed appropriate by Buyer in connection with its determination to enter into this Agreement and consummate the Transactions.

3.2.12 Certain Compliance Matters. Buyer is not, nor is acting for or on behalf of, a Sanctioned Person. Buyer will not fund any part of the purchase consideration contemplated by this Agreement with proceeds derived from any violation of Anti-Corruption Laws or Sanctions.

3.3 Exclusivity of Representations. Except for the representations and warranties made by Seller in Section 3.1 or in any Ancillary Agreement to be delivered by Seller pursuant to this Agreement, neither Seller nor any other Person makes any express or implied representation or warranty with respect to Seller, its Subsidiaries or their businesses, assets, operations, liabilities, condition (financial or otherwise) or prospects, and Seller hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except for the representations and warranties made by Seller in Section 3.1 or in any Ancillary Agreement to be delivered by Seller pursuant to this Agreement, neither Seller nor any of its Subsidiaries or Affiliates or any other Person makes or has made any representation or warranty to Buyer or any of its respective representatives, with respect to, nor has Buyer or any of its respective representatives relied on, (a) any financial projection, forecast, estimate (other than as set forth in the Financial Statements), budget or prospective information relating to Seller, its Subsidiaries or the Business or (b) any oral or written information furnished or made available to Buyer or any of its representatives in the course of its due diligence investigation of Seller and its Subsidiaries, the Business, the negotiation of this Agreement and the Ancillary Agreements or the consummation of the Transactions, including the accuracy, completeness or currency thereof, and neither Seller nor any of its Subsidiaries or Affiliates or any other Person will have any liability to Buyer or any other Person in respect of such information, including any subsequent use of such information.

ARTICLE 4

PRE-CLOSING COVENANTS

4.1 Access and Information.

4.1.1 During the Interim Period, Seller shall, and shall cause its Subsidiaries to, (a) afford Buyer and its Representatives reasonable access to the Business, the Purchased Assets, the Business' senior management team, and information pertaining to the Assumed Liabilities, (b) use reasonable best efforts to cause its employees and Representatives to cooperate with and aid Buyer and its Representatives in its investigation of the Business, (c) direct its senior management team to consult with and reasonably cooperate with Buyer regarding Buyer's post-Closing operation of the Business (including by consulting regarding the Transition Services Agreement and the services to be provided thereunder, as well as Buyer's post-Closing transition plans), (d) reasonably consult with Buyer regarding any material ongoing Litigation that may have a material or adverse impact on the Business after the Closing and provide Buyer with any material communications in connection therewith reasonably promptly following Seller's receipt or delivery thereof, and (e) shall use reasonable best efforts to inform and consult Buyer with respect to any "major" business decisions related to the Business (including real estate matters, or other matters that will materially or adversely impact the future operation of the Business) following the Closing. Any request or investigation under this Section 4.1.1 shall be made or conducted on a reasonable basis by Buyer providing reasonable Notice to Seller and shall be conducted during normal business hours in such a manner as not to interfere unreasonably with the conduct of the Business. Buyer acknowledges and agrees that Seller shall be entitled to restrict any such access to or restrict information (x) as determined, in its reasonable discretion, to be appropriate to ensure compliance in all material respects with any Law, (y) that in the reasonable judgment of Seller would result in the disclosure of any Trade Secrets or any violation of any of its obligations with respect to confidentiality and/or (z) to preserve any applicable attorney client privilege, attorney work product or other legal privilege; *provided*, that in the event any information is withheld pursuant to this sentence, Seller shall promptly notify Buyer and at Buyer's request, Seller shall use reasonable best efforts to the extent feasible to develop an arrangement to communicate or provide the applicable information (or a portion thereof) in a manner that would not conflict with the foregoing clauses (x), (y) and (z). The information provided pursuant to this Section 4.1.1 shall remain subject to the Confidentiality Agreement. Seller and its Subsidiaries make no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 4.1.1, and Buyer may not rely on the accuracy of any such information, in each case, other than the representations and warranties made by Seller in Section 3.1 or in any Ancillary Agreement to be delivered by Seller pursuant to this Agreement.

4.1.2 During the Interim Period, Buyer hereby agrees it shall not contact, and it shall cause its Affiliates or Representatives to not contact, any licensor, licensee, competitor, supplier, distributor, franchisee, or customer of Seller or its Subsidiaries with respect to the Purchased Assets, the Business, this Agreement, the Ancillary Agreements or the Transactions, without the prior written consent of Seller (which shall not be unreasonably withheld, delayed or conditioned), in each case other than (a) in the Ordinary Course, and (b) not specifically targeted at (i) Seller or its Affiliates, (ii) the Business or the Purchased Assets, or (iii) this Agreement, the Ancillary Agreements or the Transactions.

4.1.3 Seller shall not, and shall cause its Affiliates and each of their respective Representatives not to, for a period of two (2) years after the Closing, directly or indirectly, without Buyer's prior written consent, use for any purpose (except as otherwise specifically permitted in this Agreement or any Ancillary Agreement) or disclose to any third party (other than each other and their respective Representatives) any confidential or proprietary information concerning the Business, the Purchased Assets or the Assumed Liabilities (including such information as may be disclosed to Seller or its Affiliates or any of their Representatives pursuant to the exercise of its rights to access information following the Closing as set forth herein); *provided*, that the foregoing restriction shall not (a) apply to any information (i) generally available to, or known by, the public (other than as a result of disclosure in violation of this Agreement), (ii) independently developed by Seller, its Affiliates or any of its and their respective Representatives following the Closing without any reference to confidential or proprietary information concerning the Business, or (iii) becomes available to Seller, its Affiliates or any of its and their respective Representatives from a third party if such source is not actually known by Seller at the time of the disclosure to be bound by a confidentiality agreement with, or other known contractual or legal obligation of confidentiality to, Buyer with respect to such information, or (b) prohibit any disclosure (i) pursuant to a request or requirement of any applicable Law, Governmental Authority or rules of any securities exchange, or legal proceeding or process or as otherwise legally compelled (including pursuant to a deposition, interrogatory, subpoena, civil investigation or similar process) so long as, to the extent reasonably practicable and legally permissible, Seller provides Buyer with reasonable prior notice of such disclosure and a reasonable opportunity (at Buyer's sole cost and expense) to contest such disclosure, or (ii) necessary in connection with the administration of the Chapter 11 Cases, the winding down of Seller's estate, the payment of any Taxes or the filing of any Tax Returns or the recording of any Claims in connection therewith.

4.2 Ordinary Course of Business. Except (v) with the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed, (w) as required by applicable Law or Order of the Bankruptcy Court, including the DIP Financing Order, (x) as expressly provided in this Agreement or on Section 4.2 of Seller Disclosure Schedules, (y) for actions taken by Seller or its Subsidiaries as required in connection with the Chapter 11 Cases, or (z) any actions taken in connection with a Store closure, during the Interim Period, Seller shall: (i) use reasonable best efforts to operate and/or maintain the tangible Purchased Assets in the Ordinary Course and in compliance in all material respects with applicable Laws, (ii) (A) not terminate or cancel any of the Purchased Contracts or Purchased Leases other than expirations of any Purchased Contracts or any Purchased Leases in accordance with the terms of such Purchased Contracts or such Purchased Leases, or (B) not amend, modify, release, assign or waive any rights under any Purchased Contract or Purchased Lease other than in the Ordinary Course or as provided for in the DIP Financing Order or as contemplated or permitted in the DIP Budget (as defined in the DIP Financing Order), (iii) not encumber, pledge, transfer, sell, assign, abandon, allow to lapse, fail to prosecute or maintain, exclusively license, or otherwise dispose of any material Owned Intellectual Property other than (A) in the Ordinary Course or (B) due to the expiration of issued or registered Owned Intellectual Property at the end of the maximum statutory term, in each case, other than in the Ordinary Course, (iv) not voluntarily or knowingly or intentionally permit any of the Purchased Assets to become subject to any Encumbrance, except for Permitted Encumbrances, (v) not sell, assign, license, transfer, convey, lease, sublease, surrender, relinquish, terminate or otherwise dispose of any portion of the Purchased Assets other than (A)

in the Ordinary Course or (B) the disposition of obsolete, worn out or immaterial assets, (vi) except as required by a Plan in effect as of the date hereof or as required by applicable Law, not pay, grant or announce any new compensation or benefits, and not pay, grant or announce any increase in the compensation or benefits of any Business Employee, other than any increase in compensation that is less than three percent (3%) of the overall compensation of a Store Employee in the Ordinary Course, (vii) not accelerate the vesting, funding of or lapse of restrictions with respect to any award, compensation or benefit owing, due or payable to a Business Employee, (viii) not enter into, modify, negotiate or terminate any collective bargaining agreement covering any Business Employee, (ix) not forgive any loans, or issue any loans to any Business Employee, (x) not plan, announce, implement or effectuate a reduction in force, lay-off, early retirement program, severance program or other program of effort concerning the termination of employment of any vice president level or above Business Employee, or otherwise terminate the employment of any such Business Employee other than for "cause" or in accordance with Seller's policies or pursuant to applicable Laws, (xi) not transfer, offer employment to, or otherwise attempt to persuade any Business Employee not to accept Buyer's offer of employment, (xii) not grant any Top Supplier any material discounts, pricing accommodations, or other similar changes relating to pricing, payment terms or credit support other than in the Ordinary Course, (xiii) not seek any relief from, or modification of, the automatic stay on any Litigation involving Seller and/or any of its Subsidiaries issued by the Bankruptcy Court, (xiv) adopt, materially modify, materially amend or terminate any material Plan except as required by applicable Law or the terms of any Plan, or (xv) not authorize or enter into any agreement or commitment, whether or not in writing, to take any action prohibited by this Section 4.2.

4.3 Notification of Certain Matters.

4.3.1 From the Execution Date through 3:00 P.M. (Eastern Time) on May 4, 2025 (and in any event, within two (2) Business Days after Seller discovers the existence of any such Contract), Seller shall use reasonable best efforts to provide Buyer Notice of any Contract or Lease to which Seller or any of its Subsidiaries is a party as of the Execution Date that was not set forth on Section 2.7.1 of Seller Disclosure Schedules, and any Contracts or Leases that are entered into after the Execution Date, and Buyer shall be entitled, in its sole discretion and upon Notice to Seller (email to counsel being sufficient), to add any such Contract or Lease to its schedule of Purchased Contracts and Purchased Leases pursuant to the terms set forth in Section 2.7.2.

4.3.2 If any Contract is added to (or removed from) Section 2.7.1 of Seller Disclosure Schedules, Seller shall promptly take such steps as are reasonably necessary, and shall promptly deliver Notice to the non-debtor counterparty, to the extent necessary to cause any such added Contracts to be assumed by Seller and assigned to Buyer or rejected by Seller, as applicable, from the Execution Date through 3:00 P.M. (Eastern Time) on May 4, 2025 or as soon as reasonably practicable thereafter according to the terms herein.

4.4 Obligation to Consummate the Transaction. Each of the Parties agrees that it shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to the extent permissible under applicable Law, to consummate and make effective the Transactions and to ensure that the conditions set forth in Article 6 are satisfied.

4.5 Filings; Other Actions; Notification and Cooperation.

4.5.1 Seller and Buyer shall cooperate with each other and use, and shall cause their respective Affiliates and Subsidiaries to use, their respective reasonable best efforts to take (or cause to be taken) all actions, and do (or cause to be done) all things necessary, proper or advisable under this Agreement and applicable Law to consummate and make effective the Transactions as expeditiously as reasonably practicable after the date of this Agreement, including using reasonable best efforts in: (a) preparing and filing all documentation to effect all necessary notices, reports and other filings (and in any event, by filing by no later twenty (20) Business Days after the date hereof, any notifications, filings and other information required to be filed under the HSR Act with respect to the Transactions, unless mutually agreed otherwise); (b) obtaining as expeditiously as practicable all consents, registrations, approvals, permits and authorizations necessary to be obtained from any Governmental Authority in order to consummate the Transactions; (c) obtaining (and cooperating with each other in obtaining) any consent, approval of, waiver or any exemption by, any non-governmental third party, in each case, to the extent necessary, proper or advisable in connection with the Transactions; and (d) executing and delivering any reasonable additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement. Nothing herein shall require Seller or any of its Subsidiaries to incur, assume, become liable in respect of or suffer to exist any expenses, liabilities or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations.

4.5.2 Neither Buyer nor Seller shall, and shall cause its respective Subsidiaries not to, enter into a definitive agreement providing for, or consummate, any transaction which would reasonably be expected to materially delay or prevent consummation of the Transactions. Neither Party, without the other Party's prior written consent, shall: (a) enter into any timing, settlement or similar agreement, or otherwise agree or commit to any arrangement, that would have the effect of extending, suspending, lengthening or otherwise tolling the expiration or termination of the waiting period applicable to the contemplated transactions under the HSR Act or any Antitrust Laws; or (b) enter into any timing or similar agreement, or otherwise agree or commit to any arrangement, that would bind or commit the Parties not to consummate the Transactions (or that would otherwise prevent or prohibit the Parties from consummating the Transactions), in both cases (a) and (b) without the consent of the other Party, not to be unreasonably withheld, conditioned, or delayed.

4.5.3 Buyer and Seller shall cooperate with one another, and consider in good faith the views of one another, with respect to the appropriate course of action with respect to obtaining the consents, approvals, permits, waiting period expirations or authorizations of any Governmental Authority required to consummate the Transactions prior to the Outside Date. No Party hereto or its counsel shall independently participate in any substantive call or meeting with any Governmental Authority in respect of any such filing, investigation, or other inquiry relating to the matters that are the subject of this Section 4.5 without giving the other Party or its counsel reasonable prior notice of such call or meeting and, to the extent permitted by such Governmental Authority, the opportunity to attend and participate. In furtherance of the foregoing and to the extent permitted by applicable Law: (a) each Party shall notify the other, as far in advance as practicable, of any filing or material or substantive communication or inquiry it or any of its

Subsidiaries intends to make with any Governmental Authority relating to the matters that are the subject of this Section 4.5; (b) prior to submitting any such filing or making any such communication or inquiry, such Party shall provide the other Party and its counsel a reasonable opportunity to review, and shall consider in good faith the comments of the other Party in connection with, any such filing, communication or inquiry; (c) promptly following the submission of such filing or making such communication or inquiry, such Party shall provide the other Party with a copy of any such filing or, if in written form, communication or inquiry; (d) each Party shall inform the other of and if in writing, furnish the other with copies of (or, in the case of oral communications, advise the other of) any substantive communication from or with any Governmental Authority regarding any of the Transactions; and (e) each Party shall consult with the other Party in connection with any inquiry, hearing, investigation or litigation by, or negotiations with, any Governmental Authority relating to the Transactions, including the scheduling of, and strategic planning for, any meetings with any Governmental Authority relating thereto. In exercising the foregoing cooperation rights, Seller and Buyer each shall act reasonably and as promptly as reasonably practicable. Notwithstanding the foregoing, materials provided pursuant to this Section 4.5 may be reasonably redacted to (i) remove references concerning valuation, (ii) comply with contractual arrangements, (iii) comply with applicable Law, and (iv) address legal privilege or confidentiality concerns.

4.5.4 Notwithstanding the foregoing, nothing in this Section 4.5 or otherwise in this Agreement shall require Buyer including its Affiliates, to (a) commit, agree or submit (or offer to commit, agree or submit) to any consent decree, hold separate order, sale, divestiture, lease, license, transfer, disposal, Encumbrance, other change or restructuring of, or operating restriction with respect to the businesses, properties, product lines, assets, permits, operations, rights or interest therein of Buyer, its Affiliates, the Purchased Assets or any of the Business; or (b) otherwise take or commit to take any action that could limit its freedom with respect to, or its ability to retain, one or more of the businesses of Buyer or any of its Affiliates or the Purchased Assets; *provided*, that Seller shall take any of the foregoing actions if requested by Buyer in writing so long as any such actions are conditioned on the occurrence of the Closing; *provided, further*, that Seller shall not take any such actions without the prior written direction of Buyer.

4.5.5 In furtherance and not in limitation of the covenants of the Parties contained in this Section 4.5, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted challenging the Transactions as violative of any Antitrust Law, each of Seller and Buyer shall use reasonable best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions.

4.5.6 Seller and Buyer each shall, upon request by the other, promptly furnish the other with all information concerning itself, its Affiliates, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of Buyer, Seller or any of their respective Affiliates to any Third Party or any Governmental Authority in connection with the Transactions, all of which information shall be true and correct in all material respects when provided; *provided*, that each Party shall be entitled to redact discussions of the transaction value

and competitively sensitive information, and may reasonably designate applicable materials to be reviewed solely by the other Party's outside counsel.

4.5.7 Seller and Buyer each shall keep the other reasonably apprised of the status of matters relating to completion of the Transactions, including promptly furnishing the other with copies of notices or other communications received by Seller or Buyer, as the case may be, or any of their respective Affiliates from any Third Party or any Governmental Authority with respect to the Transactions, other than immaterial communications and communications on the docket in any of the Chapter 11 Cases.

4.5.8 Buyer shall bear the cost of any filing fee payable to a Governmental Authority in connection with any filings made under this Section 4.5.

4.6 Working Capital Target Adjustment. During the Interim Period, the Parties agree to adjust the Target Net Working Capital Amount as follows: (a) for each Store Seller or its Subsidiaries identifies for closure as listed in Section 4.6 of Seller Disclosure Schedules, or Buyer determines to close at any time after February 22, 2025 (each, a "**Non-Transferred Store**") which results in the number of Transferred Stores to be less than 677 (the "**Store Threshold**"), the Target Net Working Capital Amount shall be lowered by \$198,200, (b) the adjustment to the Target Net Working Capital Amount shall be calculated based on the number of Stores, in the aggregate, that Seller or its Subsidiaries identifies for closure as listed in Section 4.6 of Seller Disclosure Schedules, or Buyer determines to close at any time after February 22, 2025 which results in the number of Transferred Stores to be less than the Store Threshold, with each closure resulting in a reduction of \$198,200, and (c) the adjustments to the Target Net Working Capital Amount set forth in this Section 4.6 shall take effect immediately upon the closure of each Store or Buyer's determination of closure; *provided*, that if any Store has closed prior to the date hereof, such adjustment with respect to such Store shall take effect on the date of this Agreement. For purposes of this Section 4.6, any Store listed in Section 4.6 of Seller Disclosure Schedules with a "Closing Process Status" of "Currently Winding Down", or "Fully Closed" shall be considered a Store that Seller or its Subsidiaries has identified for closure and shall constitute a Non-Transferred Store; *provided, however*, that in no event shall either Store 904 (Nashville, TN) or Store 910 (Riverbend, FL) reduce the Store Threshold.

ARTICLE 5 ADDITIONAL COVENANTS

5.1 Further Assurances.

5.1.1 Each of Seller and Buyer shall, at any time or from time to time after the Closing, at the request and expense of the other Party, take, or cause to be taken, all reasonable actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all reasonable things necessary to consummate and make effective, in the most expeditious manner practicable, the Transactions, including executing and delivering to the other Party all such reasonable instruments and documents or further reasonable assurances as the other Party may reasonably request, in each case that are consistent with the terms of this Agreement, in order to (a) vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets (including the Purchased Intellectual Property) as contemplated hereby, (b) effectuate Buyer's

assumption of the Assumed Liabilities, (c) confirm Seller's retention of the Excluded Assets and the Excluded Liabilities, and (d) grant to each Party all rights contemplated to be granted to such Party under this Agreement and the Ancillary Agreements; *provided, however,* that after the Closing, apart from such foregoing customary further assurances, neither Seller nor Buyer shall have any other obligations except as specifically set forth and described herein or in the Ancillary Agreements.

5.1.2 If any approval, consent or waiver required for Seller to assume and assign to Buyer the Purchased Contracts, the Purchased Leases and other Purchased Assets shall not have been obtained prior to the Closing, Seller shall use reasonable best efforts to obtain such approval, consent or waiver to assign to Buyer the Purchased Contracts, the Purchased Leases and other Purchased Assets, including using reasonable best efforts to facilitate any negotiations with the counterparties to such Purchased Contracts and such Purchased Leases and to obtain an order (which may be the Sale Order) containing a finding that the proposed assumption of such Purchased Contracts and such Purchased Leases and assignment to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code. At the Closing (a) Seller shall, pursuant to the Sale Order, assign to Buyer each of the Purchased Contracts and Purchased Leases that is capable of being assigned and (b) Seller shall pay all Cure Costs (if any), in each case in connection with such assumption and assignment, and Buyer shall assume and discharge when due the Assumed Liabilities (if any) under the Purchased Contracts and the Purchased Leases. Except as to the Purchased Contracts and the Purchased Leases assigned pursuant to section 365 of the Bankruptcy Code or the Sale Order, anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Purchased Contract, any Purchased Lease or other Purchased Asset or any right thereunder if an attempted assignment, without the consent of a Third Party, would constitute a breach or in any way adversely affect the rights of Buyer or Seller thereunder, and Seller, at Buyer's expense (if any), shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If such consent is not obtained or such assignment is not attainable pursuant to section 365 of the Bankruptcy Code or the Sale Order, or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Assets in question so that Buyer would not in effect acquire the benefit of all such rights, then Seller, to the maximum extent permitted by applicable Law, shall act after the Closing, at Buyer's request and expense, as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by applicable Law, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Seller and its Subsidiaries are not under any obligation to pay any money to a Third Party (unless Buyer agrees in writing to reimburse Seller for such payment), incur any material obligations, commence any Litigation (*provided, that Seller shall reasonably cooperate in any Litigation initiated by Buyer in the Bankruptcy Court regarding the assumption and assignment of any Purchased Contract or any Purchased Lease and matters related thereto*) or offer or grant any material accommodation (financial or otherwise) to any Third Party in order to obtain any approval, consent or waiver. All obligations of Seller under this Section 5.1.2 shall expire on the date that is twelve (12) months after the Closing Date.

5.2 Publicity. No press release, public statement or announcement or other public disclosure (a "**Public Statement**") with respect to this Agreement, the Ancillary Agreements or the Transactions may be made except (a) with the prior written consent and joint approval of Buyer and Seller, not to be unreasonably withheld, delayed or conditioned, (b) if required by

applicable Law, the Chapter 11 Cases, a Governmental Authority, or stock exchange requirements, or (c) Buyer or its Affiliates may make customary disclosures in connection with marketing purposes and financial disclosures to (i) any current or prospective investors of Buyer or its Affiliates and (ii) their lenders, banks and advisors who have a reasonable need to receive such information. Where the Public Statement is required by applicable Law, the Chapter 11 Cases, a Governmental Authority, or stock exchange requirement, the Party required to make the Public Statement will use its reasonable best efforts consistent with applicable Law or Bankruptcy Court requirement to consult with the other Party, and consider in good faith any revisions proposed by the other Party, prior to making such disclosure, and shall limit such disclosure to only that information that is legally or otherwise required to be disclosed.

5.3 Certain Tax Matters.

5.3.1 Withholding Taxes.

(a) The amounts payable by one Party (the “**Payer**”) to another Party (the “**Payee**”) pursuant to this Agreement (“**Payments**”) shall not be reduced on account of any Taxes unless required by applicable Law. The Payer shall deduct or withhold from the Payments any Taxes that it is required by applicable Law to deduct or withhold, and all such amounts deducted and withheld that are timely remitted to the appropriate Governmental Authority shall be treated for all purposes of this Agreement as having been paid to Payee. Notwithstanding the foregoing, other than in connection with any compensatory payments or the failure of Seller to deliver any Tax forms described in Section 5.3.2(b), prior to any deduction or withholding the Payer shall take reasonable best efforts to notify the Payee of its intent to withhold, and take reasonable best efforts to cooperate with the Payee to reduce or eliminate such withholding, and if the Payee is entitled under any applicable Law or Tax treaty to a reduction of rate of, or the elimination of, or recovery of, applicable withholding Tax, it shall timely deliver to the Payer or the appropriate Governmental Authority (with the assistance of the Payer to the extent that this is reasonably required) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve the Payer of its obligation to withhold Tax, and the Payer shall apply the reduced rate of withholding, or dispense with the withholding, as the case may be, to the extent it complies with the applicable Law or Tax treaty. If, in accordance with the foregoing, the Payer withholds any amount, it shall make timely payment to the proper Taxing Authority of the withheld amount and send to the Payee proof of such payment as soon as reasonably practicable.

(b) Seller (or if it is a disregarded entity for federal income Tax purposes, its regarded owner) shall deliver to Buyer a properly completed and executed IRS Form W-9, *provided* that the failure to deliver such form shall not be deemed a breach of any condition or covenant in this Agreement and Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under the Code or any other applicable Tax law from the consideration otherwise payable to Seller hereunder in accordance with Section 5.3.1(a).

5.3.2 Transfer Taxes and Apportioned Obligations.

(a) All amounts payable hereunder or under any Ancillary Agreement are exclusive of all recordation, transfer, documentary, stamp, conveyance, value added, sales, consumption, goods and services taxes or other similar Taxes and fees imposed or levied by

reason of, in connection with or attributable to this Agreement and the Ancillary Agreements or the Transactions (collectively, “**Transfer Taxes**”). Buyer shall be responsible for the timely payment of all Transfer Taxes that are not exempted under a Sale Order pursuant to section 1146(a) of the Bankruptcy Code, and shall pay all amounts due and owing in respect of any Transfer Taxes, these amounts in addition to the sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under applicable Law and the parties shall cooperate to timely and properly file all Tax Returns with respect to any Transfer Taxes.

(b) All personal property and similar ad valorem obligations levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date (collectively, the “**Appportioned Obligations**”) shall be apportioned between Seller and Buyer based on the number of days of such taxable period ending on and including the Closing Date (such portion of such taxable period, the “**Pre-Closing Tax Period**”) and the number of days of such taxable period beginning on the day after the Closing Date (such portion of such taxable period, the “**Post-Closing Tax Period**”), *provided*, that for clarity sake and without prejudice to any apportionment provided for in the determination of the Net Working Capital Amount, the Parties agree and acknowledge that Seller shall have no obligations with respect to the payment of Taxes pursuant to this Section 5.3.2(b).

5.3.3 Cooperation and Exchange of Information. Each of Seller and Buyer shall (a) provide the other with such assistance as may reasonably be requested by the other Party (subject to reimbursement of reasonable out-of-pocket expenses) in connection with the preparation of any Tax Return or election or any, audit or other examination by any Taxing Authority or judicial or administrative proceeding relating to Liability for Taxes in connection with the Business or the Purchased Assets, (b) retain and provide the other Party with any records or other information that may be relevant to such Tax Return, audit or examination, or proceeding and (c) inform the other Party of any final determination of any such audit or examination or proceeding that affects any amount required to be shown on any Tax Return of the other for any period. Seller shall promptly notify and forward to Buyer in writing upon receipt by Seller of notice of any pending or threatened Tax audits or assessments that reasonably may be expected to relate the Purchased Assets or Allocation.

5.3.4 Other Tax Matters. The calculation of the Net Working Capital Amount, as finally determined, shall not take into account any change in Tax liability as a result of the following actions undertaken by Buyer or any of its Affiliates following Closing with respect to a Pre-Closing Tax Period: (a) filing any Tax Return or any amendment or modification to any previously-filed Tax Return, (b) taking or initiating any voluntary discussion, examination or contract with a taxing authority (including any voluntary disclosure agreement or similar process), (c) making any Tax election that has retroactive effect to a Pre-Closing Tax Period, or (d) extending or waiving any statute of limitations or other period for the assessment of any Tax or deficiency.

5.3.5 Continuing Employees. Seller and Buyer agree to utilize, or cause their respective Affiliates to utilize, the alternate procedure set forth in Revenue Procedure 2004-53, 2004-2 C.B. 320, with respect to wage reporting in respect of Continuing Employees, unless otherwise required by applicable Law.

5.3.6 **Tax Reserve Liabilities**. Buyer shall control, at its sole cost and expense, the conduct of any and all audits, examinations, contests, litigations, deficiency notices, or other proceedings with or against any taxing authority with respect to the Tax Reserve Liabilities (the “**Tax Reserve Liability Proceedings**”). Seller shall reasonably cooperate to put Buyer in control of any Tax Reserve Liability Proceedings and shall promptly notify Buyer of any written communication received with respect to any Tax Reserve Liability Proceeding.

5.4 Accounts Receivable and Payable.

5.4.1 **Accounts Receivable; Bank Accounts**. The Parties acknowledge and agree that all Accounts Receivable that are Purchased Assets shall become the property of Buyer subsequent to the Closing. From the Closing Date until ninety (90) days following Closing, in the event that, Seller or any of its Subsidiaries receives any payments from any obligor with respect to an such Accounts Receivable outstanding on the Closing Date, then Seller shall, or shall cause such Subsidiary to, within five (5) Business Days after receipt of such payment, remit the full amount of such payment to Buyer by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller. Subsequent to the Closing and until ninety (90) days following Closing, Seller shall not cause any of the signatories on the Bank Accounts to be changed; *provided*, that that Seller may remove any signatories no longer employed by Seller or its Affiliates, other than any signatory that is employed by Buyer or its Affiliates. In the event any Cash is transferred from any Bank Account, each of the Parties shall provide written Notice to the other Parties at least five (5) Business Days prior to such transfer and include the amount of Cash to be transferred and each recipient of such Cash; *provided*, that each of the Parties shall in good faith consider any questions or comments received from the other Parties, and mutually agree regarding such Cash transfer.

5.4.2 **Accounts Payable**. In the event that, subsequent to the Closing, Buyer, Seller or any of its Subsidiaries receives any invoices from any Third Party with respect to any account payable of the Business outstanding prior to the Closing that is not an Assumed Liability, then Seller shall be responsible for payment thereof. In the event that, subsequent to the Closing, Seller or any of its Subsidiaries receives any invoices from any Third Party with respect to any account payable of the Business that is an Assumed Liability, then Seller shall, within five (5) Business Days after receipt of such invoice, remit such invoice to Buyer and Buyer shall be responsible for payment thereof.

5.4.3 **Cash**. The Parties acknowledge and agree that all pre-Closing Cash shall remain the property of Seller. In the event that, Buyer or any of its Subsidiaries receives any pre-Closing Cash, then Seller shall, or shall cause such Subsidiary to, within five (5) Business Days after receipt of such payment, remit the full amount of such payment to Seller by wire transfer of immediately available funds to the account designated by Seller by notice to Buyer.

5.5 Wrong Pockets.

5.5.1 **Assets**. Without limiting Section 5.1, if either Buyer or Seller becomes aware subsequent to the Closing that any of the Purchased Assets has not been transferred to Buyer or that any of the Excluded Assets (including Cash) has been transferred to Buyer, it shall promptly notify (in writing) the other Party and the Parties shall, and shall cause

their Subsidiaries to, as soon as reasonably practicable, take all commercially reasonable actions (including executing any further instruments or documents) to ensure that such property is transferred, at the expense of requesting Party and with any necessary prior Third Party consent or approval, to (a) Buyer, in the case of any Purchased Asset that was not transferred to Buyer at the Closing; or (b) Seller, in the case of any Excluded Asset that was transferred to Buyer at the Closing.

5.5.2 Payments. If, on or after the Closing, either Party shall receive any payments or other funds due to or belonging to the other Party pursuant to the terms of this Agreement or any Ancillary Agreement, then the Party receiving such funds shall, within five (5) Business Days after receipt of such funds, forward such funds to the proper Party. The Parties acknowledge and agree there is no right of offset regarding such payments and a Party may not withhold funds received from Third Parties for the account of the other Party in the event there is a dispute regarding any other issue under this Agreement or any of the Ancillary Agreements. As soon as practicable but no later than fifteen (15) Business Days following the Closing Date, Buyer shall inform Seller of Buyer's bank account and Seller shall use reasonable best efforts during the term of the Transitions Services Agreement to inform any counterparty to a Purchased Contract of Buyer's bank account together with the request to make any payments after the Closing Date to Buyer's bank account.

5.6 Purchased Intellectual Property. Promptly following the Closing, at Buyer's sole cost and expense, Seller shall take such further actions and execute such further reasonable documents as may be necessary or reasonably requested by Buyer to effectuate, evidence and perfect the assignment and transfer of the Owned Intellectual Property to Buyer, including making such filings with any Governmental Authorities as may be required to transfer the Owned Intellectual Property to Buyer.

5.7 Social Media Accounts. Seller shall use reasonable best efforts or as reasonably requested by Buyer to transfer the registration, ownership, and control of the Social Media Accounts to Buyer. Post-Closing, neither Seller nor its Affiliates shall, nor shall they knowingly permit any third person to, attempt to access the Social Media Accounts or alter the settings or credentials applicable thereto following the Closing.

5.8 Bankruptcy Court Filings and Approval.

5.8.1 Seller shall use its reasonable best efforts to obtain entry of the Sale Order and such other approvals and relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the Transactions. Within five (5) Business Days after execution of this Agreement, Seller shall file with the Bankruptcy Court a motion seeking approval of this Agreement, in part, pursuant to sections 363 and 365 of the Bankruptcy Code (the "**Sale Motion**") and the proposed Sale Order (as defined below), both in form and substance acceptable to Seller and Buyer. The proposed form of the Sale Order shall be in form and substance acceptable to Seller and Buyer, and with such changes Seller and Buyer find reasonably acceptable, (a) authorizing and approving pursuant to sections 105, 363, and 365 of the Bankruptcy Code, inter alia, (i) the sale of the Purchased Assets of Seller to Buyer on the terms and conditions set forth herein, free and clear of all Encumbrances (to the extent set forth herein), other than Permitted Encumbrances and Assumed Liabilities, and (ii) the assumption and

assignment of the Purchased Contracts and Purchased Leases to Buyer; (b) finding that (i) Buyer has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Purchased Contracts and Purchased Leases, (ii) the consideration provided by Buyer pursuant to this Agreement constitutes reasonably equivalent value and fair consideration for the Purchased Assets, and (iii) Buyer and Seller did not engage in any conduct that would allow this Agreement to be set aside pursuant to section 363(n) of the Bankruptcy Code; (c) ordering that (i) notwithstanding Federal Rules of Bankruptcy Procedures 6004(h) and 6006(d), the Sale Order is not stayed and is effective immediately upon entry, (ii) Seller has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code, (iii) this Agreement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arm’s length bargaining positions, and (iv) Buyer shall have no Liability or responsibility for any Liability or other obligation of Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity (as amended, modified, or supplemented, the “**Sale Order**”) and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the Transactions.

5.8.2 Seller shall give appropriate notice, and provide appropriate opportunity for hearing, to all Persons entitled thereto, of all motions, orders, hearings, and other proceedings relating to this Agreement or any Ancillary Agreement and the Transactions and such additional notice as ordered by the Bankruptcy Court or as Buyer may reasonably request.

5.8.3 Seller and Buyer shall take all commercially reasonable actions as may be reasonably necessary to cause the Sale Order to become a Final Order, including, to the extent reasonably practicable, furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Buyer agrees that it will promptly take such commercially reasonable actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of (x) providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code, and (y) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.

5.8.4 Buyer acknowledges that under the Bankruptcy Code, the sale is subject to approval of the Bankruptcy Court. Buyer acknowledges that to obtain such approval Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best bid possible for the assets, including giving notice of the Transactions to creditors and other interested parties and entertaining any higher or otherwise better offers from prospective buyers.

5.8.5 If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the Transactions shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Sale Order or other such order), and this Agreement has not otherwise been terminated pursuant to Section 8.1, Seller shall

immediately notify Buyer of such appeal, petition, or motion and shall, at Seller's sole cost and expense, use reasonable best efforts to defend such appeal, petition, or motion and shall use reasonable best efforts to obtain an expedited resolution of any such appeal, petition, or motion.

5.8.6 Subject to entry of the Sale Order, (a) on or prior to the Closing, Seller shall pay the Cure Costs for the Purchased Contracts and Purchased Leases and cure any and all other defaults and breaches under the Purchased Contracts and Purchased Leases to the extent required under section 365 of the Bankruptcy Code (excluding any Purchased Contracts or Purchased Leases for which there is an unresolved objection by a non-debtor counterparty to the Cure Costs asserted by Seller with regard to any such Contract or Lease or other dispute as to the assumption or assignment of such Contract or Lease as of the Sale Hearing (such contract, a "**Disputed Contract**") for which Cure Costs (or other matters related to the assumption and assignment of such Contract or Lease) have not been consensually agreed with the Contract counterparty and Seller or fixed by an order of the Bankruptcy Court as of the Closing), and (b) with respect to each Purchased Contract or Purchased Lease that is a Disputed Contract, on the date that is five (5) Business Days after the date on which (i) the Cure Costs with respect to such Purchased Contract or Purchased Lease have been consensually agreed, or (ii) the Bankruptcy Court has entered an order fixing such Cure Costs, or as soon as reasonably practical thereafter, Seller shall pay such Cure Costs so that such Purchased Contracts and such Purchased Leases may be assumed by Seller and assigned to Buyer (subject to payment by Seller of the Cure Costs and provision by Buyer of adequate assurance of future performance), in each case of the foregoing clauses (a) and (b), in accordance with the provisions of section 365 of the Bankruptcy Code, the Sale Order, and this Agreement. Seller agrees that it will promptly take such commercially reasonable actions as are necessary to obtain a final order of the Bankruptcy Court (which may be the Sale Order) providing for the assumption and assignment of such Purchased Contracts and Purchased Leases that are not designated as Excluded Contracts. For the avoidance of doubt, if there is any inconsistency between this Agreement and the Sale Order with respect to the assumption and assignment of the Purchased Contracts and Purchased Leases, or Seller's payment of the Cure Costs, the Sale Order shall govern.

5.8.7 Notwithstanding the foregoing, Buyer shall have the option pursuant to Section 2.7.2 to remove any Disputed Contract from the schedule of Purchased Contracts or Purchased Leases, in which case Buyer shall not assume the Disputed Contracts and neither Seller nor Buyer shall be responsible for any Cure Costs associated with such Disputed Contract; *provided, however,* that Seller shall use its reasonable best efforts, in cooperation with Buyer, to resolve any disputes regarding the Cure Costs relating to any Disputed Contract. Any Disputed Contract as of the Closing shall not be deemed a Purchased Contract or Purchased Lease at the Closing.

5.8.8 After entry of the Sale Order, Seller shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order.

5.8.9 Nothing in this Agreement, or any document related to the Transactions, shall require Buyer, Seller or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or their respective stakeholders. Debtors retain the

right to pursue any transaction or restructuring strategy that, in Debtors' business judgment, will maximize the value of their estates.

5.8.10 Notwithstanding anything to the contrary herein, in no event shall Buyer be required to pay or assume any Cure Costs.

5.9 Copies of Pleadings. Seller shall consult with Buyer concerning the Sale Motion, the Sale Order, and any other Orders of the Bankruptcy Court relating to the Transactions, and the bankruptcy pleadings and proceedings in connection therewith. As soon as reasonably practicable, prior to filing thereof, Seller shall provide Buyer with drafts of all documents, motions, orders, filings or pleadings that Seller proposes to file with the Bankruptcy Court that relate to the approval of this Agreement, the Sale Order and the consummation of the Transactions. Seller shall also promptly provide Buyer with copies of all pleadings received by or served by or upon Seller in connection with the Chapter 11 Cases that relate to or, in Seller's judgment, are reasonably expected to affect the transactions provided for in this Agreement and which have not, to the Knowledge of Seller, otherwise been served on Buyer.

5.10 Books and Records. For a period of six (6) years after the Closing, Buyer shall: (a) retain all books and records related to the Purchased Assets, the Assumed Liabilities and the Business (including all Purchased Books and Records); and (b) upon reasonable Notice from Seller to Buyer and during normal business hours, cooperate with and provide Seller, any of Seller's Affiliates, and the officers, employees, agents and Representatives of Seller and Seller's Affiliates reasonable access (including the right to make copies at Seller's expense or the expense of any Affiliate of Seller) to such books and records and to Buyer's Representatives, to the extent necessary for a reasonable business purpose, including as may be necessary for the preparation of financial statements, withholding or Tax forms, Tax Returns, in connection with any Litigation, or in connection with the administration of the Chapter 11 Cases or the wind-down of its remaining business and operations, and to any and all books and records relating to any Purchase Price payments or any related reports, including all documents, work papers, schedules, memoranda, and records used by or prepared by Buyer or its Representatives in preparing any such reports, together with any other information related thereto which Seller may reasonably request. Notwithstanding the foregoing, Buyer shall not be required by this Section 5.10 to provide Seller, any of Seller's Affiliates, and the officers, employees, agents and Representatives of Seller and Seller's Affiliates with access to or to disclose information (i) the disclosure of which would violate applicable Law, (ii) that in the reasonable judgment of Buyer would result in the disclosure of any Trade Secrets of third parties or violate any of its obligations with respect to confidentiality or (iii) the disclosure of which would cause the loss of any attorney-client, attorney work product or other legal privilege.

5.11 Trade Notification. Seller and Buyer shall consult with each other on the timing, method, form and content of notifications to customers and suppliers regarding the Transactions and shall consider in good faith any comments or proposed changes received from the other Party.

5.12 Employee Matters.

5.12.1 List of Business Employees. Section 3.1.10(a) of Seller Disclosure Schedules shall be updated by Seller and delivered to Buyer no later than 3:00 P.M. (Eastern

Time) on May 4, 2025, solely to reflect any Business Employees who, subject to Seller's obligations under Section 4.2, are hired or whose employment is terminated by Seller after the date of this Agreement and prior to 3:00 P.M. (Eastern Time) on May 4, 2025.

5.12.2 Offers of Employment. On or prior to 3:00 P.M. (Eastern Time) on May 4, 2025 (the "**Offer List Deadline**"), Buyer will provide Seller with a list identifying the Business Employees to whom Buyer intends to offer employment (the "**Offer Employees**"); *provided, however*, that the number of Offer Employees (who are not Store Employees) shall be equal to or greater than the sum of the number of Business Employees (who are not Store Employees) as of the Offer List Deadline minus 75; *provided, further* that notwithstanding anything to the contrary herein, Buyer shall offer employment to a sufficient number of Business Employees (and provide for terms and conditions of employment to such Business Employees that would not reasonably be expected to constitute a constructive discharge under the WARN Act) such that Seller and its Affiliates are not subject to any obligations or Liabilities under the WARN Act resulting from employment losses, layoffs or plant closings in connection with the Closing. On or prior to the Offer List Deadline, Buyer shall, or shall cause one of its Affiliates to, offer employment on an at-will basis, to be effective on the applicable Continuing Employee Transfer Date, to each Offer Employee (the Offer Employees who accept such an offer of employment, satisfy each of the requirements of such offer, and actually commence employment with Buyer, the "**Continuing Employees**"). Such offers of employment shall be conditioned on the Closing and, in Buyer's sole discretion, on the Offer Employee (who is not a Store Employee) satisfying Buyer's requirements to execute and deliver non-competition, non-solicitation, confidentiality agreements, and, with respect to Store Employees, further conditioned on the Store at which such Store Employee works becoming a Transferred Store (the date of such occurrence, the "**Store Transfer Date**"). Seller will cooperate with any reasonable requests by Buyer in order to facilitate the offers of employment and delivery of such offers to the Offer Employees and shall not take any steps to discourage any Offer Employee from accepting such offer of employment. Each offer made pursuant to this Section 5.12.2 shall provide for (a) base salary or hourly wage rate, as applicable, not less than such Offer Employee's base salary or hourly wage rate, as applicable, as in effect immediately prior to the Closing Date, (b) annual short-term cash incentive compensation opportunities (excluding any equity or equity-based, long-term incentive, stay-on or retention opportunities), to the extent applicable, that are reasonably comparable, in the aggregate, to the annual short-term cash incentive compensation opportunities provided to such Offer Employee by Seller and its Subsidiaries immediately prior to the Closing Date, and (c) employee benefits (excluding defined benefit pension, nonqualified deferred compensation, severance, equity, equity-based and post-employment or retiree health and welfare benefits, collectively, the "**Excluded Benefits**") that are substantially comparable, in the aggregate, to the employee benefits provided to such Offer Employee by Seller and its Subsidiaries immediately prior to the Closing Date.

5.12.3 Terms and Conditions of Employment. Until December 31, 2025, or, if earlier, until the relevant Continuing Employee's termination of service following the Closing each Continuing Employee shall receive (a) base salary or hourly wage rate, as applicable, not less than such Continuing Employee's base salary or hourly wage rate as in effect immediately prior to the Closing Date, (b) annual short-term cash incentive compensation opportunities (excluding any equity or equity-based, long-term incentive, stay-on or retention opportunities), to the extent applicable, that are reasonably comparable, in the aggregate, to the

annual short-term cash incentive compensation opportunities provided to such Continuing Employee by Seller and its Subsidiaries immediately prior to the Closing Date, and (c) employee benefits (excluding the Excluded Benefits) that are substantially comparable, in the aggregate, to the employee benefits provided to such Continuing Employee by Seller and its Subsidiaries immediately prior to the Closing Date. Buyer shall, or shall cause one of its Affiliates to, cause each Continuing Employee to be provided with the severance and termination benefits substantially similar to the severance and termination benefits set forth on Section 5.12.3 of Seller Disclosure Schedules.

5.12.4 At-Will Employment. Nothing in this Agreement shall limit Buyer's ability to amend or terminate a Continuing Employee's employment terms following the Closing. With respect to any Business Employee who is, on the Closing Date (or, such later date as may be specified in the Transition Services Agreement), absent as a result of an approved leave due to short-term or long-term disability (including a maternity disability) (each an "**Inactive Business Employee**"), Buyer's offer of employment in accordance with Section 5.12.2 shall (a) be contingent upon such Inactive Business Employee's return to active duty on or prior to the six-month anniversary of such date or such longer period as such Business Employee has reinstatement rights under applicable Law, and (b) be effective as of the date that such Business Employee presents himself or herself to Buyer or its Affiliates for active employment. The applicable Plan shall retain any obligations to provide any applicable disability benefits to such Inactive Business Employee in accordance with the terms of such Plan until such Inactive Business Employee becomes a Continuing Employee.

5.12.5 Buyer Benefit Plans. In respect of the employee benefit plans, programs, policies, contracts, agreements or other arrangements (whether written or unwritten) established or maintained by Buyer or its Affiliates that do not provide the Excluded Benefits (collectively, "**Buyer Benefit Plans**"), Buyer shall, for purposes of determining eligibility to participate, vesting and the level of paid time off, vacation and severance benefits, recognize each Continuing Employee's service with Seller and its Subsidiaries to the same extent and for the same purpose that such service was recognized under the corresponding Plans prior to the Closing Date; *provided*, that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits or relates to the Excluded Benefits. With respect to each Buyer Benefit Plan that is an "employee welfare benefit plan" (within the meaning of section 3(1) of ERISA), Buyer or its Affiliates shall use reasonable best efforts to: (a) waive all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to each Continuing Employee (and his or her covered dependents) to the extent that such was satisfied under the analogous Plan, and (b) for the year in which the Closing Date occurs, provide each Continuing Employee (and his or her covered dependents) with credit for all co-payments, co-insurance, maximum out-of-pocket provisions and deductibles paid by such Continuing Employee (and his or her covered dependents) prior to the Closing Date under the corresponding Plan for purposes of satisfying the corresponding deductible, co-insurance, co-payment and maximum out-of-pocket provisions under the analogous Buyer Benefit Plan. Buyer and its Affiliates shall cause each Continuing Employee (and his or her eligible dependents) who is covered by a Plan that is a group health or welfare plan immediately prior to the Closing Date (or such later date as may be specified in the Transition Services Agreement) to be covered on and after such date by a Buyer Benefit Plan that is a group health or welfare plan that is

substantially comparable, in the aggregate, to the Plan provided to such Continuing Employee by Seller and its Subsidiaries immediately prior to the Closing Date.

5.12.6 401(k) Plan. Buyer and its Affiliates shall cause each Continuing Employee who is a participant in any Plan that is intended to be qualified under section 401(a) of the Code (the “**Seller 401(k) Plan**”) to be allowed to participate in and make elective deferrals into, effective as soon as administratively feasible following the Closing Date, a 401(k) plan sponsored by Buyer or any of its Affiliates (the “**Buyer 401(k) Plan**”). In addition, Seller and Buyer or its applicable Affiliate shall take all steps necessary to permit each Continuing Employee who is eligible to receive an eligible rollover distribution (as defined in section 401(a)(31) of the Code) from the Seller 401(k) Plan, if any, to rollover such eligible rollover distribution, including any loan notes to the Buyer 401(k) Plan in accordance with ERISA and the Code.

5.12.7 COBRA Continuation. For the avoidance of doubt, Seller will retain all Liability to provide COBRA continuation health coverage with respect to any “qualifying event” that occurs on or prior to the Closing Date for any qualified beneficiary.

5.12.8 WARN Act. To the extent Buyer’s failure to offer employment to a sufficient number of Business Employees (and provide for terms and conditions of employment that would not reasonably be expected to constitute a constructive discharge under the WARN Act) triggers any Liabilities for Seller or its Affiliates under the WARN Act in connection with the Closing, Buyer shall indemnify and hold Seller and its Affiliates harmless for any and all such Liabilities. Buyer will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would cause any termination of employment of any employees by Seller or its Affiliates occurring prior to or at the Closing to constitute a “plant closing,” “mass layoff” or group termination or similar event under the WARN Act, or to create any Liability or penalty to Seller or any of its Affiliates for any employment terminations under applicable Law. Buyer shall indemnify and hold Seller and its Affiliates harmless for any and all Liabilities under the WARN Act arising out of, relating to, or in respect of any actions of Buyer or its Affiliates occurring on or after the Closing (including as a result of the consummation of Transaction).

5.12.9 Employee Communications; Cooperation. Prior to the Closing or Store Transfer Date, as applicable, except as required by Law, Buyer shall not issue any communication (including any electronic communication) to any Business Employee without the prior written approval of Seller, such approval not to be unreasonably withheld. Except as required by Law, the Parties shall mutually consider and agree to the contents, scope, form and timing of any communications by Buyer with the Business Employees on all employment-related matters pertaining to the Transactions (the “**Employment Matters**”). The Parties agree that at all times prior to the Closing or Store Transfer Date, as applicable they will consult with each other prior to carrying out any communication sessions relating to Employment Matters or otherwise effecting any communications to the Business Employees relating to Employment Matters. Seller and its Subsidiaries shall waive any notice requirements, post-termination restrictions or other contractual constraints that might prevent Business Employees from commencing services with or providing services to Buyer and its Affiliates as of the applicable Continuing Employee Transfer Date.

5.12.10 Continuing Employee Transfer Date. “**Continuing Employee Transfer Date**” shall be (a) for Continuing Employees and Store Employees, the Closing Date; (b) for Continuing Employees who are Store Employees, the applicable Store Transfer Date; and (c) for Inactive Business Employees, the first date on which such employee presents his or herself to Buyer or any of its Affiliates from active employment. Effective as of immediately prior to the Closing or the Store Transfer Date, as applicable, Seller shall, or shall cause its applicable Subsidiary to, terminate the employment of each Offer Employee who has accepted an offer of employment from Buyer or its Affiliate and who has satisfied each of the requirements of such offer. Upon the Continuing Employee Transfer Date (or, if applicable, such later date as set forth in the Transition Services Agreement), such Continuing Employee will become an employee of Buyer or its Affiliate and cease to actively participate in or accrue benefits under any Plan.

5.12.11 Third-Party Beneficiaries. This Section 5.12 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement; nothing in this Section 5.12, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature whatever; and no provision of this Section 5.12 will create any third-party beneficiary rights in any current or former employee, officer, director or individual independent contractor of Seller or any of its Affiliates in respect of continued employment (or resumed employment) or service or any other matter. This Section 5.12 shall not be considered, or deemed to be, an amendment to any Plan or any compensation or benefit plan, program, agreement or arrangement of Buyer or any of its Affiliates. Nothing in this Section 5.12 shall (i) obligate Buyer or any of its Affiliates to continue to employ any Continuing Employee for any specific period of time following the Closing Date, subject to the requirements of applicable Law or (ii) limit the right of Buyer, Seller or any of their respective Affiliates to, at any time, change or modify any Plan or Buyer Benefit Plans or other plans, policies, programs, agreements, arrangements or Contracts providing compensation or benefits at any time and in any manner.

5.13 Insurance. Other than the policies described in Section 2.1.1(s), Buyer hereby acknowledges and agrees that, effective upon the Closing, all policies of, and binders evidencing, any form or type of insurance that are owned or maintained by Seller or any of its Affiliates that cover or relate to Seller, its Subsidiaries, or any of their respective assets, liabilities, employees, businesses or operations (such policies and binders, the “**Seller Insurance Coverage**”) may be terminated or modified by Seller or any of its Affiliates to exclude coverage of the Purchased Assets, the Continuing Employees and the Assumed Liabilities, and neither Seller nor any of its Affiliates will be purchasing or otherwise acquiring any “tail” policy or other additional or substitute coverage for the foregoing. Any refund, rebate, credit or other amount paid, distributed or returned by any insurance provider or other Person in respect of, or relating to, Seller’s or any of its Affiliates’ termination or modification of any Seller Insurance Coverage shall be the property of Seller or such Affiliate.

5.14 Relocation of Purchased Assets. Seller shall, and shall cause its Subsidiaries to, use reasonable best efforts to relocate (at Buyer’s sole cost and expense) all Purchased Assets (including Inventory) that are located at a Store that Buyer rejects pursuant to Section 2.7.2 to a Transferred Store as directed by Buyer.

5.15 Legal Entity Names. To the extent that Seller or its Affiliates continue to incorporate the Trademarks or words “Vitamin Shoppe” or any similar name (“**Vitamin Shoppe**”

Marks") in their corporate or legal names following the Closing, Seller shall, and shall cause any such applicable Affiliates to, by no later than thirty (30) days post-Closing, change the corporate and legal names of such entities to no longer incorporate any Vitamin Shoppe Marks.

5.16 Financing Cooperation (Seller).

5.16.1 From and after the date of this Agreement and on or prior to the Closing Date, Seller shall use its, and shall cause its Affiliates to use their, reasonable best efforts to provide to Buyer, at Buyer's sole cost and expense, such reasonable cooperation as may be reasonably requested by Buyer or the Debt Financing Sources to assist Buyer in obtaining any Debt Financing being arranged for the purpose of financing the Transactions and the related fees and expenses, including the following:

(a) permitting the marketing and syndication efforts to benefit from existing banking relationships;

(b) upon reasonable advance Notice, making Seller's and its Subsidiaries' senior officers continuing in their positions following the Closing with appropriate expertise available to participate in a reasonable number of meetings (but no more than a total of four (4)) (including customary one-on-one meetings with the Debt Financing Sources), presentations, road shows, due diligence sessions, drafting sessions and sessions with rating agencies at reasonable times to be mutually agreed;

(c) assisting with the preparation of customary information and materials regarding Seller and its Affiliates in connection with rating agency presentations, private placement memoranda, bank information memoranda, lender presentations, projections, pro forma financial statements, credit agreements (and security documentation related thereto) and similar documents (including the provision of customary authorization letters for distribution of materials to lenders and other investors); *provided*, that any such information distributed in connection with authorization letters shall contain customary language which shall exculpate the Business, Seller, its Affiliates and their respective Representatives with respect to any liability related to the unauthorized use or misuse of the contents of such information or related marketing materials by the recipients thereof;

(d) furnishing Buyer and the Debt Financing Sources with (i) financial statements prepared in accordance with GAAP and presenting fairly in all material respects the financial position and the results of operations and cash flows of the Business, (ii) all other reasonably available financial information of the Business that is reasonably requested or that is required to permit Buyer to prepare pro forma financial statements required in connection with the Debt Financing and (iii) other customary business, financial, operational and other information regarding the Business reasonably requested in connection with the Debt Financing;

(e) furnishing Buyer and the Debt Financing Sources upon the reasonable written request (including via electronic mail) of Buyer promptly with all documentation and other information requested by the Debt Financing Sources which are required by Governmental Authorities with respect to the Debt Financing under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act; and

(f) facilitating the negotiation of, and executing and delivering as of (but not effective prior to) the Closing any credit agreements, pledge and security documents, guarantees and other definitive financing documents or instruments, certificates and documents (including facilitating the evaluation of the Business' assets and the collateral arrangements required by the Debt Financing Sources to create, perfect and enforce the liens and security interests therein) and facilitating the preparation of schedules to such agreements and other documents.

5.16.2 Seller hereby consents to the reasonable use of Seller's and its Affiliate's trademarks and logos, in each case, in connection with the Debt Financing; *provided*, that such trademarks and logos are used in a manner that is not intended to or reasonably likely to harm or disparage Seller or the reputation or goodwill of Seller or the Business or any assets or rights material to the operation of the business of Seller or the Business.

5.16.3 Notwithstanding anything to the contrary contained in this Section 5.16, Seller shall not be required to take or permit the taking of any action pursuant to this Section 5.16 that would: (a) require Seller or any of its Affiliates or any Persons who are officers or directors of such entities to pass resolutions or consents to approve or authorize the execution of the Debt Financing, except those which are subject to the occurrence of the Closing passed by directors or officers continuing in their positions following the Closing; (b) require Seller or any of its Affiliates or any Persons who are officers or directors of such entities to enter into, execute or deliver any certificate, document, instrument or agreement or agree to any change or modification of any existing certificate, document, instrument or agreement, in each case, that is not contingent upon the Closing or that would be effective prior to the Closing (other than the execution of customary authorization letters referenced above); (c) cause any representation or warranty in this Agreement to be breached by Seller; (d) require Seller or any of its Affiliates to pay any commitment or other similar fee or incur any other material liability in connection with the Debt Financing prior to the Closing; (e) cause any director, officer, employee or stockholder of Seller or any of its Affiliates to incur any personal liability; (f) conflict with the Organizational Documents of Seller or any of its Affiliates or any Laws; (g) provide access to or disclose information that is subject to an attorney-client or attorney work-product privilege or other similar privilege; (h) require Seller, the Business or any of their respective Affiliates, prior to the Closing, to be an issuer or other obligor with respect to the Debt Financing; and (i) require Seller, the Business or any of their respective Affiliates to prepare or deliver any (i) financial statements or information that is not reasonably available to it or prepared in the ordinary course of its financial reporting practice, (ii) pro forma financial statements or pro forma financial information, (iii) projections, "management's discussion and analysis" or similar narrative disclosures for Seller, the Business or their respective Affiliates or (iv) information regarding any post-Closing or pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments desired to be incorporated into any information used in connection with the Debt Financing. Buyer shall, promptly on request by Seller on or after the Closing Date, reimburse Seller or any of its Affiliates for all reasonable and documented out-of-pocket costs incurred by them or their respective Representatives in connection with such cooperation and shall indemnify and hold harmless Seller and its Affiliates and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of Buyer or its Representatives pursuant to this Section 5.16, except with respect to any losses suffered or incurred as a result of any gross

negligence or willful misconduct by Seller or otherwise arising as a result of information provided by or on behalf of Seller.

5.16.4 Buyer shall indemnify, defend and hold harmless Seller, the Business and their respective Affiliates and their respective Representatives from and against any and all liabilities, losses, damages, Claims, costs and expenses, interest, awards, judgments and penalties suffered or incurred by them in connection with their cooperation in the arrangement of the Debt Financing (including the arrangement thereof) or any action taken in accordance with this Section 5.16 (and any information utilized in connection therewith), except with respect to any liabilities, losses, damages, Claims, costs and expenses, interest, awards, judgments and penalties suffered or incurred as a result of any gross negligence or willful misconduct by Seller and its Affiliates and their respective Representatives. In addition, in the event the Closing does not occur due to termination of this Agreement by Seller pursuant to, and in accordance with, Section 8.1, Buyer shall, promptly upon request by Seller and in any event on the earlier of (x) ten (10) days after request or (y) prior to or concurrently with Closing reimburse Seller for all reasonable and documented out-of-pocket costs and expenses incurred by Seller, its Affiliates and their respective Representatives in connection with this Section 5.16.

5.16.5 Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt or availability of any funds or financing (including any Debt Financing) by or to Buyer or any of its Affiliates or any other financing transaction be a condition to any of Buyer's obligations hereunder.

5.16.6 Notwithstanding anything in this Agreement to the contrary, any failure by Seller or the Company to perform or comply with any covenant under this Section 5.16 will not be considered in determining the satisfaction of the conditions in Article 6.

5.16.7 Any information provided to or obtained by Buyer pursuant to this Section 5.16 will be subject to the Confidentiality Agreement and must be held by Buyer and in accordance with and be subject to the terms of the Confidentiality Agreement.

5.17 Financial Statements. During the Interim Period, Seller shall furnish to Buyer as soon as practicable, in each case, within thirty (30) days of the month-end or quarter-end, as applicable, (a) the unaudited statement of operations and unaudited combined balance sheet, and the related income statement of the Business, in each case, prepared in Ordinary Course for the monthly period after February 22, 2025, and each subsequent monthly period ended during the Interim Period and (b) the unaudited cash flow statement of the Business prepared in the Ordinary Course for the quarterly period after December 28, 2024 and each subsequent quarterly period end during the Interim Period (collectively, "**Interim Financial Statements**"). For the avoidance of doubt, Closing shall not be delayed or conditioned on the receipt of such Interim Financial Statements.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to complete the Transactions are subject to the satisfaction or waiver (if permitted by applicable Law) at or prior to the Closing of the following conditions:

6.1.1 No Illegality or Law. There shall not be in effect any applicable Law or Order that enjoins or prohibits the Transactions.

6.1.2 Bankruptcy Orders. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order.

6.1.3 Regulatory Approvals. Any waiting period (including any extension thereof) or approvals applicable to the consummation of the Transactions under the HSR Act shall have expired or been terminated (and the Laws set forth on Section 6.1.3 of Seller Disclosure Schedules shall have expired or been terminated and any agreement with a Governmental Authority not to consummate the Transactions).

6.2 Conditions to Obligations of Buyer. The obligation of Buyer to complete the Transactions is subject to the satisfaction, or waiver (if permitted by applicable Law) by Buyer, at or prior to the Closing of the following additional conditions:

6.2.1 Truth of Representations and Warranties. The representations and warranties of Seller contained in Section 3.1.1 (Organization; Good Standing; Qualification), Section 3.1.2 (Authority and Enforceability), Section 3.1.4 (No Broker), and Section 3.1.7(a) (Purchased Assets) must be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties were made on and as of such date (*provided*, that if a representation and warranty speaks only as of a specific date it only needs to be true and correct as of that date) and all other representations and warranties of Seller contained in Section 3.1 must be true and correct (disregarding any “materiality”, “Material Adverse Effect” or similar qualifications contained therein) as of the Closing with the same force and effect as if such representations and warranties were made on and as of such date (*provided*, that if a representation and warranty speaks only as of a specific date it only needs to be true and correct as of that date), except where the failure of such representations and warranties to be so true and correct would not have, or be reasonably expected to have, a Material Adverse Effect. Seller shall also have executed and delivered a certificate confirming the foregoing signed by an officer of Seller.

6.2.2 Performance of Covenants. Seller must have fulfilled or complied, in all material respects, with all covenants contained in this Agreement required to be fulfilled or complied with by it at or prior to the Closing. Seller shall also have executed and delivered a certificate confirming the foregoing signed by an officer of Seller.

6.2.3 Material Adverse Effect. Since the date of this Agreement, there shall not have occurred a Material Adverse Effect. Seller shall also have executed and delivered a certificate confirming the foregoing signed by an officer of Seller.

6.2.4 **Closing Deliveries.** At or prior to the Closing, Buyer must have received the following:

- (a) a true and complete copy of the Sale Order, as entered by the Bankruptcy Court;
- (b) the certificates referred to in Section 6.2.1, Section 6.2.2 and Section 6.2.3;
- (c) a receipt acknowledging receipt of the Closing Payment, in satisfaction of Buyer's obligations pursuant to Section 2.3, validly executed by a duly authorized representative of Seller; and
- (d) each of the Ancillary Agreements to which Seller or any of its Subsidiaries is a party, validly executed by a duly authorized representative of Seller or its applicable Subsidiary.

6.3 Conditions to Obligations of Seller. The obligation of Seller to complete the Transactions is subject to the satisfaction, or waiver (if permitted by applicable Law) by Seller, at or prior to the Closing of the following additional conditions:

6.3.1 **Truth of Representations and Warranties.** The representations and warranties of Buyer contained in Section 3.2 must be true and correct in all respects (disregarding any "materiality" or similar qualifications contained therein) as of the Closing with the same force and effect as if such representations and warranties were made on and as of such date (*provided* that if a representation and warranty speaks only as of a specific date it only needs to be true and correct as of that date), except where the failure of such representations and warranties to be so true and correct would not, or be reasonably expected, to, materially adversely affect the ability of Buyer to consummate the Transactions. Buyer shall also have executed and delivered a certificate confirming the foregoing, signed by an officer of Buyer.

6.3.2 **Performance of Covenants.** Buyer must have fulfilled or complied, in all material respects, with all covenants contained in this Agreement required to be fulfilled or complied with by it at or prior to the Closing. Buyer shall also have executed and delivered a certificate confirming the foregoing, signed by an officer of Buyer.

6.3.3 **Closing Deliveries.** At or prior to the Closing, Seller must have received the following:

- (a) a true and complete copy of the Sale Order, as entered by the Bankruptcy Court;
- (b) the certificates referred to in Section 6.3.1 and Section 6.3.2;
- (c) each of the Ancillary Agreements to which Buyer or any of its Affiliates is a party, validly executed by a duly authorized representative of Buyer or its applicable Affiliate;

(d) the Closing Payment in accordance with Section 2.3.1 (along with a U.S. Federal Reserve reference or similar number evidencing execution of such payment); and

(e) the Deposit (together with all accrued interest or other earnings thereon), from the Escrow Agent.

ARTICLE 7

NO SURVIVAL OF REPRESENTATIONS, WARRANTIES AND PRE-CLOSING COVENANTS

7.1 No Survival. The representations and warranties of the Parties and the covenants and agreements of the Parties that are to be performed prior to the Closing, whether contained in this Agreement or in any agreement or document delivered pursuant to this Agreement, shall not survive beyond the Closing and other than with respect to claims for Fraud, there shall be no liability following the Closing in respect thereof, whether such liability has accrued prior to or after the Closing, on the part of any Party or any of its officers, directors, equity holders, managers, agents or Affiliates; *provided, however, that this Section 7.1 shall not limit any covenant or agreement of the Parties that by its terms contemplates performance after the Closing, and such covenants or agreements shall survive in accordance with its terms, and if no term is specified, then for six (6) years following the Closing Date.* Buyer and Seller acknowledge and agree that the agreements contained in this Section 7.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for six (6) years and (b) are an integral part of the Transactions and that, without the agreements set forth in this Section 7.1, none of the Parties would enter into this Agreement. Notwithstanding anything in this Section 7.1 to the contrary, nothing in this Agreement shall limit or restrict the rights of any Party hereto to maintain or recover any amounts in connection with any action or claim based on Fraud or Willful Breach of the other Party, in each case (as applicable) subject to terms, conditions and limitations set forth in Section 8.2.

7.2 No Recourse.

7.2.1 Notwithstanding anything that may be expressed or implied in this Agreement or any Ancillary Agreement to the contrary, each Party acknowledges and agrees, both for itself and its Associated Persons and their respective successors and assigns, that, other than with respect to claims of Fraud, and to the extent otherwise set forth in the Confidentiality Agreement and the Equity Commitment Letter, (a) any Liability that may be based upon, in respect of, arise under, out of or by reason of, be connected with or relate in any manner to this Agreement or any Ancillary Agreement or any documents or instruments delivered thereunder or the negotiation, execution or performance or non-performance of this Agreement or any Ancillary Agreement or any documents or instruments delivered thereunder (including any representation or warranty made in, in connection with or as an inducement to this Agreement or any Ancillary Agreement) may be made only against (and such representations and warranties are those solely of) the entities that are expressly identified as a Party in the Preamble of this Agreement or any Ancillary Agreement (each a “**Contracting Party**”), and then only to the extent of the specific obligations, terms and limitations set forth in this Agreement or any Ancillary Agreement or any documents or instruments delivered thereunder, (b) in no event shall a Contracting Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the

actions, omissions of any other Person, (c) none of the Associated Persons of Seller and Buyer (other than the Contracting Party) (collectively, the “**Non-Recourse Persons**”) shall have any Liability arising under, out of or by reason of, connected with or relate in any manner to this Agreement or any Ancillary Agreement or any documents or instruments delivered thereunder or for any claim based on, in respect of or by reason of this Agreement or any Ancillary Agreement or any documents or instruments delivered thereunder or their negotiation, execution, performance, non-performance or breach, and each Party hereto, both for itself and its Associated Persons and their respective successors and assigns, waives and releases all such Liabilities against any such Non-Recourse Persons, including any and all causes of action arising from or otherwise relating to such Non-Recourse Persons’ receipt of consideration or other benefits from this Agreement or any Ancillary Agreement and the Transactions, and (d) to the maximum extent permitted by applicable Laws, each of Buyer and Seller, both for themselves and their respective Associated Persons and their respective successors and assigns, (i) waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, regulation or other applicable Law to avoid or disregard the entity form of the Contracting Party or otherwise impute or extend the Liability of the Contracting Party to any Non-Recourse Person, whether based on statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise and (ii) disclaims any reliance upon any Non-Recourse Person with respect to the performance of this Agreement or any Ancillary Agreement or any representation or warranty made in, in connection with or as an inducement to this Agreement or any Ancillary Agreement. The Non-Recourse Persons are intended third-party beneficiaries of this Section 7.2 with full rights of enforcement of this Section 7.2 as if a party hereto.

7.2.2 Except to the extent otherwise expressly provided in Section 9.9, Buyer’s sole and exclusive remedy (a) for a breach of any representation or warranty made by Seller herein or in any document, certificate or instrument delivered pursuant hereto or (b) for a breach of any covenant made by Seller herein or in any document, certificate or instrument delivered pursuant hereto and required to be performed by Seller at or prior to the Closing, shall, in either case, be limited to Buyer’s right to validly terminate this Agreement solely to the extent permitted pursuant to Section 8.1, in which case Seller shall not have any further liability or any kind (whether in equity or at Law, in Contract, in tort or otherwise), except to the extent expressly provided in Section 8.1 or Section 8.2.

7.2.3 Except to the extent otherwise expressly provided in Section 9.9, Seller’s sole and exclusive remedy (a) for a breach of any representation or warranty made by Buyer herein or in any document, certificate or instrument delivered pursuant hereto or (b) for a breach of any covenant made by Buyer herein or in any document, certificate or instrument delivered pursuant hereto and required to be performed by Buyer at or prior to the Closing, shall, in either case, be limited to Seller’s right to validly terminate this Agreement solely to the extent permitted pursuant to Section 8.1, in which case Buyer shall not have any further liability of any kind (whether in equity or at Law, in Contract, in tort or otherwise), except to the extent expressly provided in Section 8.1 or Section 8.2 (and subject to Section 8.2.5).

ARTICLE 8 TERMINATION

8.1 Termination. This Agreement may, by Notice given prior to the Closing, be terminated:

8.1.1 by mutual written agreement of Buyer and Seller;

8.1.2 by Buyer or Seller if there has been a material breach of the Sale Order or this Agreement by the other Party such that the conditions of Closing (a) set forth in Section 6.2.1 or Section 6.2.2, in the case of a termination by Buyer, or (b) set forth in Section 6.3.1 or Section 6.3.2, in the case of a termination by Seller, would not be satisfied (*provided*, that the non-breaching Party is not also in breach of this Agreement so as to cause the conditions of Closing for the benefit of the other Party to not be satisfied), and such breach has not been cured within twenty (20) days following Notice of such breach by the non-breaching Party; *provided*, that, for greater certainty, a failure by Buyer to provide, or cause to be provided, Seller with sufficient funds to complete the Transactions at the time which the Closing should have occurred shall not be subject to this Section 8.1.2 and shall only be subject to Section 8.1.7(a); *provided, further*, that within three (3) Business Days of such termination, if Buyer is the terminating party pursuant to this Section 8.1.2, Buyer shall receive reimbursement from Seller (by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller) for Buyer's reasonable fees, costs, expenses in an amount not to exceed \$3,000,000 (the "**Buyer Expense Reimbursement**");

8.1.3 by Buyer, if (a) the Bankruptcy Court has not approved and entered the Sale Order prior to 11:59 p.m. (Eastern Time) on May 15, 2025 (unless further extended upon mutual agreement by Buyer and Seller in writing (email to counsel being sufficient)), (b) following entry of the Sale Order if such Sale Order is not a Final Order (unless such Final Order requirement is waived by Seller and Buyer in their respective discretion) within fourteen (14) days of entry of the Sale Order, or (c) the Bankruptcy Court enters any Order materially inconsistent with the Sale Order or the consummation of this Agreement and such order is not reversed, modified or amended to the satisfaction of Buyer within thirty (30) days; *provided*, that the right to terminate this Agreement under this Section 8.1.3 shall not be available to Buyer if Buyer failed to fulfill any material obligation under this Agreement and such failure is the cause of, or resulted in, such stay, reversal, modification, amendment or vacation; *provided, further*, that within three (3) Business Days of such termination, if Buyer is the terminating party pursuant to this Section 8.1.3, Buyer shall receive Buyer Expense Reimbursement from Seller (by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller);

8.1.4 by Buyer, if Seller seeks to have the Bankruptcy Court enter an order (or consents to or does not oppose entry of an order) (a) dismissing the Chapter 11 Cases or converting the Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code, (b) appointing a trustee, receiver or other Person responsible for operation or administration of Seller or its business or assets, or a responsible officer for Seller, or an examiner with enlarged powers relating to the operation or administration of Seller or its business or assets (each, an "**Appointee**"); *provided*, that Appointee shall not include any chief restructuring officer that has been or that may be appointed by Seller and authorized by the Bankruptcy Court in the Chapter

11 Cases, or (c) if Seller files any stand-alone plan of reorganization or liquidation, in each case, that does not contemplate consummation of the Transactions (or announces support of any such plan filed by any other party); *provided*, that within three (3) Business Days of such termination, if Buyer is the terminating party pursuant to this Section 8.1.4, Buyer shall receive Buyer Expense Reimbursement from Seller (by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller);

8.1.5 by Buyer or Seller if Closing has not occurred by the Outside Date; *provided* that such terminating Party is not in material breach of this Agreement at the time of such termination;

8.1.6 by Buyer or Seller (*provided*, that such terminating Party is not in material breach of this Agreement) if a Governmental Authority of competent jurisdiction shall have issued a final and non-appealable Order or taken any other non-appealable final action, in each case, having the effect of permanently making the consummation of the Transactions illegal or otherwise permanently restraining or prohibiting consummation of the Transactions;

8.1.7 by Seller, if (a) (i) all of the conditions set forth in Sections 6.1 and 6.2 are satisfied as of the Closing Date (other than those conditions that, by their nature, can only be satisfied as of the Closing Date, but which would be satisfied as of the Closing Date), (ii) Seller has irrevocably notified Buyer in writing that (A) it is ready, willing and able to consummate the Transactions and (B) all conditions set forth in Section 6.3 have been satisfied (other than those conditions that, by their nature, can only be satisfied as of the Closing Date, but which would be satisfied as of the Closing Date) or that it is willing to irrevocably waive any unsatisfied conditions set forth in Section 6.3, (iii) Seller has given Buyer Notice at least two (2) Business Days prior to such termination stating Seller's intention to terminate this Agreement pursuant to this Section 8.1.7, and (iv) Buyer does not provide, or cause to be provided, Seller with immediately available funds in amount equal to the Closing Payment at the time which the Closing should have occurred by the expiration of the two (2) Business Day period contemplated by clause (iii) hereof, or (b) Seller or its board of directors (or other applicable body), upon consultation with outside financial advisors and legal counsel, determines in its good faith business judgment that proceeding with the Transactions would violate Law or be inconsistent with its fiduciary obligations under Law;

8.1.8 by Buyer, if (a) the Bankruptcy Court enters any Final Order that would reasonably be expected to prevent, impede or materially delay the consummation of the Transactions in accordance with the terms of this Agreement or (b) any creditor of Seller obtains a final and unstayed Order of the Bankruptcy Court granting relief from the automatic stay to foreclose on any material portion of the Purchased Assets; *provided*, that within three (3) Business Days of such termination, if Buyer is the terminating party pursuant to this Section 8.1.8, Buyer shall receive Buyer Expense Reimbursement from Seller (by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller); and

8.1.9 by Buyer, if Seller fails to file the Sale Motion within five (5) Business Days after execution of this Agreement; *provided*, that within three (3) Business Days of such termination, if Buyer is the terminating party pursuant to this Section 8.1.9, Buyer shall

receive Buyer Expense Reimbursement from Seller (by wire transfer of immediately available funds to the account designated by Buyer by Notice to Seller).

8.2 Procedure and Effect of Termination.

8.2.1 Termination of this Agreement by either Buyer or Seller shall be by delivery of a Notice to the other Party. Such Notice shall state the termination provision in this Agreement that such terminating Party is claiming provides a basis for termination of this Agreement. Termination of this Agreement pursuant to the provisions of Section 8.1 shall be effective upon and as of the date of delivery of such Notice as determined pursuant to Section 9.2.

8.2.2 If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

8.2.3 If this Agreement is terminated, the Parties are released from all of their obligations under this Agreement, except that each Party's obligations under Sections 5.2, 7.1, 7.2, and 8.2, and Article 9 will survive.

8.2.4 As soon as practicable following a termination of this Agreement for any reason, but in no event more than thirty (30) days after such termination, Buyer and Seller shall, to the extent practicable, withdraw all filings, applications and other submissions relating to the Transactions filed or submitted by or on behalf of such Party to any Governmental Authority or other Person.

8.2.5 Notwithstanding Section 8.2.3, in the event of a valid termination of this Agreement by Seller pursuant to Section 8.1.2 or Section 8.1.7(a), then Buyer and Seller shall, within two (2) Business Days after the date of such termination, deliver joint written instructions ("Joint Written Instructions") to the Escrow Agent directing the Escrow Agent to deliver to Seller an amount equal to the Deposit plus any accrued interest or other earnings thereon. Buyer acknowledges that the agreements contained in this Section 8.2.5 are an integral part of the Transactions, and that without these agreements, Seller would not have entered into this Agreement; accordingly, if Buyer fails to deliver such Joint Written Instructions or pay any amount due pursuant to this Section 8.2.5 and, in order to obtain any such Joint Written Instructions and/or to obtain such payment, Seller commences a Litigation which results in a judgment against Buyer for any Joint Written Instructions and/or payment set forth in this Section 8.2.5, Buyer shall pay Seller its costs and expenses (including reasonable attorneys' fees and disbursements not to exceed \$1,000,000) in connection with such Litigation ("Seller Expense Reimbursement"). For the avoidance of doubt, subject to Section 9.9, Seller's receipt of the Deposit and Seller Expense Reimbursements, to the extent applicable, pursuant to this Section 8.2.5 shall be Seller's sole and exclusive remedy in connection with a termination of the Agreement in accordance with Section 8.1.2 or Section 8.1.7(a) by Seller; excluding any Willful Breach of this Agreement prior to the date of such Termination; *provided*, that, in no event shall Buyer's liability for any Willful Breach (pursuant to a non-appealable Order from a court of competent jurisdiction) exceed the amount of the Deposit (minus any other payments made

pursuant to this Section 8.2.5); *provided, further*, that, in no event shall Buyer's liability exceed the Deposit (together with any Seller Expense Reimbursement).

8.2.6 In no event shall Seller seek any other remedies available at law or in equity in the event of a valid termination of this Agreement, including equitable relief, consequential, indirect, special, and/or punitive damages, damages for the benefit of the bargain lost by Seller (taking into consideration relevant matters, including opportunities foregone while negotiating this Agreement or in reliance on this Agreement or on the expectation of the consummation of the transactions contemplated hereby or the time value of money), any diminution in value of the Business, or the reimbursement of any Seller's costs and expenses against the Buyer Related Persons in excess of the amount of the Deposit (together with any Seller Expense Reimbursement). While Seller may pursue either a grant of specific performance (in accordance with Section 9.9 and subject to the limitations thereof) or the payment of the Deposit (together with any Seller Expense Reimbursement) or monetary damages up to the amount of the Deposit (together with any Seller Expense Reimbursement) in accordance with this Section 8.2, under no circumstances will Seller be permitted or entitled to receive both (A) a grant of specific performance to cause the Closing to occur (or other equitable relief) and (B) monetary damages up to the amount of the Deposit (together with any Seller Expense Reimbursement) in accordance with this Section 8.2, and in no circumstances will Buyer be required to pay the Deposit (together with any Seller Expense Reimbursement) on more than one (1) occasion, and in no event shall Seller receive an amount in excess of the Deposit (together with any Seller Expense Reimbursement).

8.2.7 Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, but subject to Seller's right expressly set forth in Section 9.9, in the event that this Agreement is terminated (including in the event of any Willful Breach), the maximum aggregate liability of the Buyer Related Persons shall be limited to the amount of the Deposit (together with any Seller Expense Reimbursement), and in no event shall any Seller Related Person seek any other remedies available at Law or in equity, including equitable relief, consequential, indirect, special, and/or punitive damages, damages for the benefit of the bargain lost by any Seller Related Person (taking into consideration relevant matters, including opportunities foregone while negotiating this Agreement or in reliance on this Agreement or on the expectation of the consummation of the transactions contemplated hereby or the time value of money), any diminution in value of Seller, the Business, or the reimbursement of any of Seller's costs and expenses against the Buyer Related Persons in excess of the amount of the Deposit (together with any Seller Expense Reimbursement).

8.2.8 The Parties acknowledge and agree that the agreements contained in this Section 8.2 are an integral part of the Transactions and without these agreements, the other Parties would not enter into this Agreement. The Parties acknowledge and agree that the Deposit (together with any Seller Expense Reimbursement) is liquidated damages, and not a penalty, and the payment of the Deposit (together with any Seller Expense Reimbursement) in the circumstances specified herein is supported by due and sufficient consideration (including the fact that Seller would not be entitled to receive the Closing Payment and would suffer other damages of an incalculable nature and amount).

8.2.9 Notwithstanding Section 8.2.3 and subject to Section 8.2.5, in the event of a termination of this Agreement other than by Seller pursuant to Section 8.1.2 or Section 8.1.7(a), then Buyer and Seller shall, within two (2) Business Days after the date of such termination, deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to deliver to Buyer an amount equal to the Deposit plus any accrued investment interest thereon (less any fees or expenses owing to the Escrow Agent).

8.2.10 In the event of termination of this Agreement pursuant to Section 8.1: (a) Buyer shall (in accordance with the Confidentiality Agreement) return or destroy all documents and other material received from Seller relating to Seller and its Subsidiaries, the Business, the Purchased Assets and/or the Transactions, whether so obtained before or after the execution hereof, to Seller; and (b) all confidential information received by Buyer with respect to Seller and its Subsidiaries, the Business, the Purchased Assets and/or the Transactions shall be treated in accordance with the Confidentiality Agreement, and with the Confidentiality Agreement remaining in full force and effect in accordance with its terms, notwithstanding the termination of this Agreement.

ARTICLE 9 **MISCELLANEOUS**

9.1 Governing Law, Jurisdiction, Venue and Service.

9.1.1 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflicts or choice of Law rule or principle (whether of the State of Delaware or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

9.1.2 Consent to Jurisdiction and Venue.

(a) Subject to Section 9.9, the Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the Bankruptcy Court for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement or any Ancillary Agreement, the negotiation, execution, or performance of this Agreement or any Ancillary Agreement, or the Transactions and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement or any Ancillary Agreement and agree not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such court. The Parties further hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement or any Ancillary Agreement, the negotiation, execution, or performance of this Agreement or any Ancillary Agreement, or the Transactions and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement or any Ancillary Agreement in the Bankruptcy Court, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in the Bankruptcy Court has been brought in an inconvenient forum. Following the conclusion, dismissal or entry of a final order otherwise

resolving or ending the Chapter 11 Cases, such Litigation arising out of or relating to this Agreement or any Ancillary Agreement, the negotiation, execution, or performance of this Agreement or any Ancillary Agreement, or the Transactions and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement or any Ancillary Agreement shall be heard and determined exclusively in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other federal or state courts in the State of Delaware), and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Litigation and irrevocably waive the defense of any inconvenient forum to the maintenance of any such Litigation.

(b) ANY LITIGATION IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS. ANY LITIGATION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.1.2(b).

9.1.3 Service. Each Party further agrees that service of any process, summons, Notice or document by registered mail to its address set forth in Section 9.2.2 shall be effective service of process for any action, suit or proceeding brought against it under this Agreement in any such court. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

9.2 Notices.

9.2.1 Notice Requirements. Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement (each, a “**Notice**”) shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or sent by email or by internationally recognized overnight delivery service that maintains records of delivery, addressed to the Parties at their respective addresses specified in Section 9.2.2 or to such other address as the Party to whom Notice is to be given may have provided to the other Party at least five (5) days’ prior to such address taking effect in accordance with this Section 9.2. Such Notice shall be deemed to have been given as of the date delivered by hand or internationally recognized overnight delivery service or when sent by email (with no bounce back or other notification of failure to be delivered). If a Notice deemed given upon receipt is given after 5:00 p.m. in the place of receipt (the Parties understand and agree that

the foregoing applies only to Notice and not to copies), such Notice will be deemed given on the next succeeding Business Day.

9.2.2 Address for Notice.

If to Seller, to:

c/o Franchise Group, Inc.
109 Innovation Court, Suite J
Delaware, Ohio 43015
Attention: Tiffany McMillan-McWaters
Email: tmcwaters@franchisegrp.com

with a copy (which shall not constitute effective Notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Shawn OHargan, P.C.; Joshua A. Sussberg, P.C.; Nicole L. Greenblatt, P.C.; Keli Huang; and Derek I. Hunter
Email: shawn.ohargan@kirkland.com; jsussberg@kirkland.com; ngreenblatt@kirkland.com; keli.huang@kirkland.com; and derek.hunter@kirkland.com

If to Buyer, to:

TVS Buyer, LLC
c/o Kingswood Capital Management, L.P.
11812 San Vincente Blvd., Suite 604
Los Angeles, California 90049
Attention: Alex Wolf, Michael Niegsch, and Clayton Lechleiter
Email: awolf@kingswood-capital.com; mniegsch@kingswood-capital.com; and clechleiter@kingswood-capital.com

with a copy (which shall not constitute effective Notice) to:

McDermott Will & Emery LLP
333 SE 2nd Avenue, Suite 4500
Miami, Florida 33131
Attention: Frederic Levenson, Michael Hacker, and Jay Kapp
Email: flevenson@mwe.com; mhacker@mwe.com; and jkapp@mwe.com

9.3 No Benefit to Third Parties. Except as otherwise expressly provided in this Agreement, Seller and Buyer intend that this Agreement will not benefit or create any right or cause of action in favor of any Person, other than the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement, no Person, other than the Parties and their

respective heirs, administrators, executors, legal representatives, successors and permitted assigns, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person.

9.4 Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party against whom the waiver is to be effective. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

9.5 Expenses. Except as otherwise expressly provided in this Agreement (including Section 8.1) and whether or not the Transactions, each Party will pay for their own fees, costs and expenses (including fees, costs and expenses of advisors) incurred in connection with the negotiation, performance and consummation of this Agreement and the Ancillary Agreements, and the Transactions; *provided, however,* Buyer shall be responsible for all fees and expenses of the Escrow Agent.

9.6 Assignment.

9.6.1 This Agreement becomes effective only when executed by Seller and Buyer. After that time, it will be binding upon and inure to the benefit of Seller, Buyer and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, including any trustee or estate representative appointed in the Chapter 11 Cases or any successor Chapter 7 cases.

9.6.2 Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Party; *provided, however,* that (a) Seller may transfer or assign such rights and obligations under this Agreement pursuant to any chapter 11 plan of reorganization or to a liquidation trust or similar vehicle under a confirmed chapter 11 plan of liquidation in the Chapter 11 Cases, (b) Buyer may transfer or assign such rights and/or obligations (or any document to be delivered by Buyer pursuant hereto) under this Agreement to one or more Affiliates of Buyer, by prior written notice to Seller, and, to the extent of any such transfer or assign, this Agreement shall be binding upon each of such Affiliates, their successors and permitted assigns, which shall be treated as Buyer to such extent; *provided,* that, no such assignment shall (i) relieve Buyer of its obligations hereunder and Buyer shall in all cases remain responsible for all such obligations, (ii) result in Seller incurring any incremental unreimbursed fees, costs, Taxes or expenses (other than immaterial attorney's fees), (iii) result in notifications or other information required to be filed under any Antitrust Law or (iv) delay the receipt of any Consent, clearance or authorization of or from any Governmental Authority or (c) at or after the Closing, Buyer may assign its rights (but not its obligations) to any lender (including the Debt Financing Sources) providing financing in connection with the transactions contemplated hereby for collateral security purposes. Any transferee of any Purchased Asset or any interest therein

shall be a creditworthy entity and shall agree to assume all obligations under this Agreement and the Ancillary Agreements.

9.7 Amendment. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by Buyer and Seller. Notwithstanding the foregoing, this Section 9.7 and Section 9.15 (and any other provision of this Agreement to the extent the modification, waiver or termination of such provision would modify the substance of such provisions) may not be amended, modified, waived or terminated in a manner materially adverse to the Debt Financing Sources without the prior written consent of the Debt Financing Sources.

9.8 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction and will be severed from this Agreement and the remainder of such provision or the remaining provisions of this Agreement shall remain in full force and effect.

9.9 Equitable Relief.

9.9.1 Subject to Section 9.9.4, the Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Subject to Section 9.9.4, it is accordingly agreed that (a) a Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Seller nor Buyer would have entered into this Agreement. Subject to Section 9.9.4, each Party hereby waives (i) any requirement that the other Party post a bond or other security as a condition for obtaining any such relief and (ii) any defenses in any action for specific performance, including the defense that a remedy at law would be adequate. Subject to Section 9.9.4, the Parties agree that the foregoing is in addition to any other remedy to which the Parties are entitled under this Agreement,

9.9.2 Each Party hereby agrees not to raise any objections to the availability of equitable remedies to the extent provided for herein, and the Parties further agree that nothing set forth in this Section 9.9 shall require any Party hereto to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 9.9 prior or as a condition to exercising any termination right under this Agreement, nor shall the commencement of any legal action or legal proceeding pursuant to this Section 9.9 or anything set forth in this Section 9.9 restrict or limit any Party's right to terminate this Agreement in accordance with the terms hereof.

9.9.3 If, prior to the Outside Date, any Party brings any Litigation, in each case in accordance with Section 9.1.2, to enforce specifically the performance of the terms and provisions of this Agreement by any other Party, the Outside Date will automatically be extended (a) for the period during which such Litigation is pending, *plus* ten (10) Business Days or (b) by such other time period established by the court presiding over such Litigation, as the case may be.

9.9.4 Notwithstanding anything to the contrary herein, while Seller may pursue both a grant of specific performance (in accordance with this Section 9.9 and subject to the limitations hereof) and the payment of the Deposit (together with any Seller Expense Reimbursement) in accordance with Section 8.2, under no circumstances will Seller be permitted or entitled to receive both (a) a grant of specific performance to cause the Closing to occur (or other equitable relief) and (b) the Deposit (together with any Seller Expense Reimbursement), and in no circumstances will Buyer be required to pay the Deposit (together with any Seller Expense Reimbursement) on more than one (1) occasion, and in no event shall Seller, in the aggregate receive an amount in excess of the Deposit (together with any Seller Expense Reimbursement).

9.10 No Liability. No director, officer or employee of Buyer or its Affiliates shall have any personal liability whatsoever to Seller under this Agreement or any other document delivered in connection with the Transactions on behalf of Buyer. No director, officer or employee of Seller or its Affiliates shall have any personal liability whatsoever to Buyer or its Affiliates under this Agreement or any other document delivered in connection with the Transactions on behalf of Seller.

9.11 Bulk Sales Statutes. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Encumbrances in the Purchased Assets including any liens or Claims arising out of the bulk transfer laws, except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

9.12 Representation by Counsel. Each Party represents and agrees with the other that (a) it has been represented by, or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s) to the extent that it desired, (b) it availed itself of this right and opportunity, (c) it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement and the Ancillary Agreements in their entirety and have had them fully explained to them by such Party’s respective counsel, (d) each is fully aware of the contents hereof and thereof and their meaning, intent and legal effect, and (e) it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

9.13 Counterparts. This Agreement and any Ancillary Agreements, and any amendments to this Agreement and any Ancillary Agreements, may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement. Any counterpart, to the extent signed and delivered by means of a .PDF, DocuSign, or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version of such Contract delivered in person. Minor variations in the form of the signature page to this Agreement or any Ancillary Agreement, including footers from earlier versions of any such other document,

will be disregarded in determining the effectiveness of such signature. At the request of any party to this Agreement or any Ancillary Agreement, each other party to such agreement will re-execute original forms of such agreement and deliver them to all other parties. No party to this Agreement or any Ancillary Agreement will raise the use of a .PDF, DocuSign, or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF, DocuSign, or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

9.14 Entire Agreement. This Agreement, together with Seller Disclosure Schedules and Exhibits expressly contemplated hereby and attached hereto, Seller Disclosure Schedules, the Ancillary Agreements, the Confidentiality Agreement and the other agreements, certificates and documents delivered in connection herewith or therewith or otherwise in connection with the Transactions, contain the entire agreement between the Parties with respect to the Transactions and supersede all prior agreements, understandings, promises and representations, whether written or oral, between the Parties with respect to the subject matter hereof and thereof. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and any Ancillary Agreement will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions of this Agreement or the intent of the Parties, and will be deemed joint work product of the Parties.

9.15 Debt Financing Sources. Notwithstanding anything in this Agreement to the contrary (but in all cases subject to and without in any way limiting the rights, remedies and Claims of Buyer and/or any of its Affiliates party to the Debt Commitment Letters, if any, under or pursuant to the Debt Commitment Letters or any other agreement entered into with respect to the Debt Financing), each Party, on behalf of itself and each of its Affiliates, hereby:

9.15.1 agrees that no Debt Financing Source will have any liability (whether in contract or in tort, in law or in equity, or granted by statute or otherwise) for any Claims, causes of action, suits, litigation, proceedings, obligations or any related losses, costs or expenses arising under, out of, in connection with or related in any manner to this Agreement, the Debt Financing, the Debt Commitment Letters, any contract entered into with respect the Debt Financing, or any of the Transactions or based on, in respect of or by reason of this Agreement, the Debt Commitment Letters or any contract entered into with respect the Debt Financing or their respective negotiation, execution, performance or breach;

9.15.2 agrees not to commence (and if commenced agrees to dismiss or otherwise terminate) any claim, cause of action, suit, litigation, or other proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) against any Debt Financing Source arising under, out of, in connection with or related in any manner to this Agreement, the Debt Commitment Letters, any contract entered into with respect the Debt Financing or any of the Transactions;

9.15.3 agrees (without limiting the foregoing clauses 9.15.1 and 9.15.2) that any Litigation against the Debt Financing Sources arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letters, any contract entered into with respect the Debt

Financing or any of the Transactions or the performance of any services hereunder or thereunder, shall be subject to the exclusive jurisdiction of any federal or state court in the Borough of Manhattan, New York, New York, and any appellate court thereof, and each Party irrevocably submits itself and its property with respect to any such Litigation to the exclusive jurisdiction of such courts;

9.15.4 agrees (without limiting the foregoing clauses 9.15.1 and 9.15.2) not to bring or support or permit any of its Affiliates to bring or support any Litigation, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Sources in any way arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letters, any contract entered into with respect the Debt Financing or any of the Transactions or the performance of any services thereunder in any forum other than any federal or state court in the Borough of Manhattan, New York, New York;

9.15.5 irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Litigation in any such court;

9.15.6 knowingly, intentionally and voluntarily waives to the fullest extent permitted by applicable Law trial by jury in any Litigation brought against the Debt Financing Sources and arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letters, any contract entered into with respect the Debt Financing or any of the Transactions or the performance of any services hereunder or thereunder; and

9.15.7 waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Litigation against the Debt Financing Sources or the Transactions, any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason. Notwithstanding anything to the contrary, the provisions of this Section 9.15 will survive any termination of this Agreement.

9.15.8 The Debt Financing Sources shall be express third party beneficiaries of this Section 9.15, and this Section shall expressly inure to the benefit of the Debt Financing Sources and the Debt Financing Sources shall be entitled to rely on and enforce the provisions herein.

9.16 Seller Disclosure Schedules. Seller Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement. However, each section of Seller Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of Seller Disclosure Schedules to the extent the relevance of such disclosure to such other section is readily apparent on the face of such disclosure, and any disclosure in Seller Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, Seller Disclosure Schedules, or the Exhibits does not imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, Seller Disclosure

Schedules, or Exhibits as to whether any obligation, item, or matter not set forth or included in this Agreement, Seller Disclosure Schedules, or Exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in Seller Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in Seller Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in Seller Disclosure Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement, or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item, and such terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, Seller Disclosure Schedules, and the Exhibits is disclosed solely for purposes of this Agreement, and no information contained in this Agreement, Seller Disclosure Schedules, or the Exhibits will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

[Signature page follows]

Exhibit C

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Core/2002 Service List
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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Michael J. Wartell as the Independent Director and sole member of the Conflicts Committee of the Board of each of the Retaining Debtors	Akin Gump Strauss Hauer & Feld LLP	Attn: Marty L. Brimmage, Jr. 2300 N. Field Street Suite 1800 Dallas TX 75201	mbrimmage@akingump.com	Email
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Counsel to Michael J. Wartell as the Independent Director and sole member of the Conflicts Committee of the Board of each of the Retaining Debtors	Ashby & Geddes, P.A.	Attn: Michael D. DeBaecke 500 Delaware Avenue, 8th Floor Wilmington DE 19801	mdebaecke@ashbygeddes.com	Email
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Counsel to Azalea Joint Venture, LLC, Brixmor Operating Partnership LP, Continental Realty Corporation, Federal Realty OP LP, FR Grossmont, LLC, Prime/FRIT Mission Hills, LLC, and ShopOne Centers REIT, Inc.	Ballard Spahr LLP	Attn: Leslie C. Heilman, Laurel D. Roglen, Margaret A. Vesper 919 North Market Street 11th Floor Wilmington DE 19801	heilman@ballardspahr.com roglen@ballardspahr.com vesperm@ballardspahr.com	Email
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Counsel to Babson Macedonia Partners, LLC, TM2, LLC, The ChildSmiles Group, LLC a/k/a Abra Health	Benesch Friedlander Coplan & Aronoff LLP	Attn: Kevin M. Capuzzi, Juan E. Martinez, Jennifer R. Hoover 1313 North Market Street, Suite 1201 Wilmington DE 19801-6101	kcapuzzi@beneschlaw.com jmartinez@beneschlaw.com jhoover@beneschlaw.com	Email
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Counsel to Doctor's Best Inc	Blakeley LC	Attn: Scott Blakely 530 Technology Drive Suite 100 Irvine CA 92618	SEB@BlakeleyLC.com	Email
Counsel for Wilmington Trust, National Association, as Prepetition First Lien Agent and DIP Agent	Blank Rome LLP	Attn: Michael B. Schaeidle, Stanley B. Tarr, Jordan L. Williams 1201 N. Market Street, Suite 800 Wilmington DE 19801	mike.schaeidle@blankrome.com stanley.tarr@blankrome.com jordan.williams@blankrome.com	Email
Counsel to Brian Gale, Mark Noble, Terry Philippas, and Lawrence Bass, and Former Stockholders	Block & Leviton, LLP	Attn: Kimberly A. Evans, Irene R. Lax 222 Delaware Ave Suite 1120 Wilmington DE 19801	kim@blockleviton.com irene@blockleviton.com	Email
Counsel to Nancy C. Millan, Hillsborough County Tax Collector	Brian T. Fitzgerald	Post Office Box 1110 Tampa FL 33601-1110	fitzgeraldb@hcfl.gov stroupe@hcfl.gov connorsa@hcfl.gov	Email

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Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Brookfield Properties Retail Inc	Brookfield Properties Retail Inc	Attn: Kristen N. Pate 350 N. Orleans Street Suite 300 Chicago IL 60654-1607	bk@bpretail.com	Email
Counsel to Oracle America, Inc	Buchalter, A Professional Corporation	Attn: Shawn M. Christianson 425 Market Street, Suite 2900 San Francisco CA 94105-3493	schristianson@buchalter.com	Email
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Counsel to Hilco Merchant Resources, LLC	Chipman Brown Cicero & Cole, LLP	Attn: Mark L. Desgroseilliers Hercules Plaza 1313 North Market St, Suite 5400 Wilmington DE 19801	desgross@chipmanbrown.com	Email
Counsel to Crossroads Centre II, LLC, Surprise Towne Center Holdings, LLC, VS Tempe, LLC, Vestar-CPT Tempe Marketplace, LLC	Clark Hill PLC	Attn: Audrey L. Hornisher 901 Main Street, Suite 6000 Dallas TX 75202	ahornisher@clarkhill.com	Email
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Counsel to the Prophecy Settlement-related Liquidating Trust 2022-23	Cozen O'Connor	Attn: Maria S. Benedek, Kaan Ekiner 1201 N. Market Street Suite 1001 Wilmington DE 19801	mbenedek@cozen.com kekiner@cozen.com	Email
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Counsel to Ahuja Development LLC	Duane Morris LLP	Attn: Christopher M. Winter, James C. Carignan 1201 N. Market Street, Suite 501 Wilmington DE 19801	cmwinter@duanemorris.com jccarignan@duanemorris.com	Email

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Counsel to ACAR Leasing LTD d/b/a GM Financial Leasing	GM Financial Leasing	Attn: Lorenzo Nunez PO Box 183853 Arlington TX 76096		First Class Mail
Counsel to Arizona Nutritional Supplements	Greenberg Traurig, LLP	Attn: Anthony W. Clark, Dennis A. Meloro 222 Delaware Avenue Suite 1600 Wilmington DE 19801	Anthony.Clark@gtlaw.com Dennis.Meloro@gtlaw.com	Email
Counsel to Harris County, Harris County Flood Control District, Harris County Port of Houston Authority, Harris County Hospital District, and Harris County Department of Education (hereinafter "Harris County")	Harris County Attorney's Office	Attn: Property Tax Division P.O. Box 2848 Houston TX 77252	taxbankruptcy.cao@harriscountytx.gov	Email
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Counsel to County to Imperial Treasurer-Tax Collector	Imperial Treasurer-Tax Collector	Attn: Flora Oropeza 940 West Main Street, Suite 106 El Centro CA 92243		First Class Mail
IRS Insolvency Section	Internal Revenue Service	Centralized Insolvency Operation P.O. Box 7346 Philadelphia PA 19101-7346		First Class Mail
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Counsel to BCDC Portfolio Owner LLC, BCHQ Owner LLC, Brookfield Properties Retail, Inc., Curbline Properties Corp., First Washington Realty, GCP Boom LLC, JLL Property Management (Franklin Mall), Kite Realty Group, L.P., NNN REIT, Inc., Regency Centers, L.P., Shamrock A. Owner LLC, and SITE Centers Corp.	Kelley Drye & Warren LLP	Attn: Robert L. LeHane, Jennifer D. Raviele, Allison Selick 3 World Trade Center 175 Greenwich Street New York NY 10007	KDWBankruptcyDepartment@kelleydrye.com rlehane@kelleydrye.com jraviele@kelleydrye.com aselick@kelleydrye.com	Email
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Counsel to Frontier Bel Air LLC, Frontier Dania LLC, Frontier Osceola LLC, Frontier Dover LLC, Frontier Kissimmee LLC	Kerrick Bachert PSC	Attn: Scott A. Bachert 1411 Scottsville Road P. O. Box 9547 Bowling Green KY 42102-9547		First Class Mail
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Counsel to Debtors and Debtors In Possession	Kirkland & Ellis LLP	Attn: Mark McKane, P.C. 555 California Street San Francisco CA 94101	mark.mckane@kirkland.com	Email
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Counsel to the ABL Secured Parties	Latham & Watkins LLP	Attn: Jennifer Ezring, James Ktsanes, Andrew Sorkin 1271 Avenue of the Americas New York NY 10020	Jennifer.Ezring@lw.com James.Ktsanes@lw.com andrew.sorkin@lw.com	First Class Mail and Email
Counsel to BCDC Portfolio Owner LLC, BCHQ Owner LLC, Brookfield Properties Retail, Inc., Curbline Properties Corp., First Washington Realty, GCP Boom LLC, JLL Property Management (Franklin Mall), Kite Realty Group, L.P., NNN REIT, Inc., Regency Centers, L.P., Shamrock A. Owner LLC, and SITE Centers Corp., MJK Real Estate Holding Company, LLC	Law Office of Susan E. Kaufman	Attn: Susan E. Kaufan 919 N. Market Street, Suite 460 Wilmington DE 19801	skaufman@skaufmanlaw.com	Email
Counsel to PC San Ysidro PB, LLC, PC International PB, LLC and PC Lagio PB, LLC	Law Offices of Ronald K. Brown, Jr., APC	Attn: Ronald K. Brown, Jr. 901 Dove Street Suite 120 Newport Beach CA 92660	Ron@rkbrownlaw.com	Email
Counsel to Nueces County, McLennan County, Kerr County, Hidalgo County, City of McAllen	Linebarger Goggan Blair & Sampson, LLP	Attn: Diane W. Sanders PO Box 17428 Austin TX 78760-7428	austin.bankruptcy@lgb.com	Email
Counsel to Bexar County, City of El Paso	Linebarger Goggan Blair & Sampson, LLP	Attn: Don Stecker 112 E. Pecan Street, Suite 2200 San Antonio TX 78205	sanantonio.bankruptcy@lgb.com	Email
Counsel to Dallas County	Linebarger Goggan Blair & Sampson, LLP	Attn: John K. Turner 2777 N. Stemmons Freeway Suite 1000 Dallas TX 75207	dallas.bankruptcy@lgb.com	Email
Counsel to Hopkins County, Kaufman County, Sulphur Springs ISD, Rockwall CAD, Tarrant County, Navarro County, Smith County, Ellis County, City of Sulphur Springs, Wise County, Tom Green CAD, Grayson County, Gregg County, Prosper ISD, Town of Prosper, City of Carrollton, Northwest ISD, City of Allen, City of Wylie, Lewisville ISD, Allen ISD, City of Frisco, Irving ISD, Parker CAD	Linebarger Goggan Blair & Sampson, LLP	Attn: John Kendrick Turner 3500 Maple Avenue Suite 800 Dallas TX 75219	dallas.bankruptcy@lgb.com	Email
Counsel to Cypress-Fairbanks ISD, Harris County, Galveston County, Montgomery County, Ford Bend County, Katy ISD, Harris CO ESD # 08, City of Houston, Montgomery County, Harris CO ESD # 48, Lone Star College System, Harris CO ESD # 16, Harris CO ESD # 11, Houston ISD, Galveston County, Harris CO ESD # 09, Cypress-Fairbanks ISD, Deer Park ISD, Fort Bend County, Houston Comm Coll System, City of Pasadena, Jefferson County	Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier PO Box 3064 Houston TX 77253-3064	houston_bankruptcy@lgb.com	Email
Counsel to Woodbolt Distribution, LLC, Glanbia Performance Nutrition, Inc., Sunwarrior Ventures LLC d/b/a Sunwarrior LLC and Sun Brothers, LLC	Lowenstein Sandler LLP	Attn: Michael S. Etkin, Michael Papandrea, Andrew Behlmann One Lowenstein Drive Roseland NJ 07068	metkin@lowenstein.com mpapandrea@lowenstein.com abehlmann@lowenstein.com	Email
Counsel to Heritage Seymour I, LLC and Heritage Seymour II, LLC, Shelbyville Road Plaza, LLC, Lichtenfeld Development Trust, Lichtenfeld Properties LLC	McCarter & English, LLP	Attn: Kate Roggio Buck, Maliheh Zare, Sheila Calello Renaissance Centre 405 N. King Street, 8th Floor Wilmington DE 19801	kbuck@mccarter.com mzare@mccarter.com	Email
Counsel to Heritage Seymour I, LLC and Heritage Seymour II, LLC	McCarter & English, LLP	Attn: Lisa S. Bonsall Four Gateway Center 100 Mulberry Street Newark NJ 07102	lbonsall@mccarter.com	Email
Counsel to Tax Appraisal District of Bell County, Brazos County, Burnet Central Appraisal District, Bowie Central Appraisal District, Denton County, Guadalupe County, Hays County, Midland Central Appraisal District, City of Waco/Waco Independent School District/La Vega Independent School District, and Williamson County	McCreary, Veselka, Bragg, & Allen, P.C.	Attn: Julie Anne Parsons 700 Jeffrey Way, Suite 100 Round Rock TX 78665	jparsons@mvalaw.com	Email

Exhibit C
Core/2002 Service List
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Tax Appraisal District of Bell County, Brazos County, Burnet Central Appraisal District, Bowie Central Appraisal District, Denton County, Guadalupe County, Hays County, Midland Central Appraisal District, City of Waco/Waco Independent School District/La Vega Independent School District, and Williamson County	McCreary, Veselka, Bragg, & Allen, P.C.	Attn: Julie Anne Parsons P.O. Box 1269 Round Rock TX 78680-1269	jparsons@mvalaw.com	Email
Counsel to Parm Golf Center LLC	McKenna Storer	Attn: David A. Shapiro 33 N. LaSalle Street Suite 1400 Chicago IL 60602	dshapiro@mckenna-law.com service@mckenna-law.com	Email
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State of Michigan, Department of Treasury	Michigan Assistant Attorney General	Attn: Heather L. Donald Cadillac Place Building 3030 W. Grand Blvd. Ste. 10-200 Detroit MI 48202	donaldh@michigan.gov	Email
Counsel to New Westgate Mall LLC	Mirick, O'Connell, DeMallie & Lougee, LLP	Attn: Joseph H. Baldiga, Shannah L. Colbert 1800 West Park Dr., Suite 400 Westborough MA 01581	jbaldiga@mirickoconnell.com scolbert@mirickoconnell.com	Email
Counsel to Kimco Realty Corporation, 2205 Federal Investors, LLC	Monzack Mersky and Browder, P.A.	Attn: Rachel B. Mersky 1201 N. Orange Street, Suite 400 Wilmington DE 19801	rmersky@monlaw.com	Email
Counsel to Bank of America, N.A., as Prepetition ABL Agent	Morgan, Lewis & Bockius LLP	Attn: Christopher L. Carter One Federal Street Boston MA 02110-1726	christopher.carter@morganlewis.com	Email
Counsel to Bank of America, N.A., as Prepetition ABL Agent	Morgan, Lewis & Bockius LLP	Attn: David K. Shim One State Street Hartford CT 06103-3178	david.shim@morganlewis.com	Email
Counsel for RCG-PSC Camp Creek Owner, LLC, University Realty Associates, LLC	Morris James LLP	Attn: Carl N. Kunz, III, Christopher M. Donnelly 500 Delaware Avenue, Suite 1500 Wilmington DE 19801	ckunz@morrisjames.com cdonnelly@morrisjames.com	Email
Counsel to BC Exchange Salt Pond	Munsch Hardt Kopf & Harr, P.C.	Attn: Deborah M. Perry 500 N. Akard Street Suite 4000 Dallas TX 75201-6659	dperry@munsch.com	Email
United States Trustee for the District of Delaware	Office of the United States Trustee for the District of Delaware	Attn: Timothy J. Fox, Esq 844 King Street, Suite 2207 Lockbox 35 Wilmington DE 19801	timothy.fox@usdoj.gov	Email
Counsel to Rockfirm, LLC	Offit Kurman, PA	Attn: Brian J. McLaughlin 222 Delaware Avenue Suite 1105 Wilmington DE 19801	Brian.McLaughlin@offitkurman.com	Email
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Counsel to the Official Committee of Unsecured Creditors	Pachulski Stang Ziehl & Jones LLP	Attn: Bradford J. Sandler, Colin R. Robinson 919 North Market Street, 17th Floor P.O. Box 8705 Wilmington DE 19899-8705	bsandler@pszjlaw.com crobinson@pszjlaw.com	Email
Counsel to the Official Committee of Unsecured Creditors	Pachulski Stang Ziehl & Jones LLP	Attn: Robert J. Feinstein, Alan J. Kornfeld, Theodore S. Heckel 780 Third Avenue, 34th Floor New York NY 10017	rfeinstein@pszjlaw.com akornfeld@pszjlaw.com theckel@pszjlaw.com	Email
Counsel to Brian Gale, Mark Noble, Terry Philippas, and Lawrence Bass, and Former Stockholders	Pashman Stein Walder Hayden, PC	Attn: Joseph C. Barsalona II 824 North Market Street Suite 800 Wilmington DE 19801	jbarsalona@pashmanstein.com	Email
Counsel to the Ad Hoc Group of First Lien Lenders and DIP Lenders	Paul Hastings LLP	Attn: Jayme Goldstein, Jeremy Evans, Isaac Sasson, Daniel Fliman 200 Park Avenue New York NY 10166	jaymegoldstein@paulhastings.com jeremyevans@paulhastings.com isaacsasson@paulhastings.com danfliman@paulhastings.com	First Class Mail and Email
Counsel to the Ad Hoc Group of First Lien Lenders and DIP Lenders	Paul Hastings LLP	Attn: Nicholas A. Bassett 2050 M Street NW Washington DC 20036	nicholasbassett@paulhastings.com	Email

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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Brownsville Independent School District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P	Attn: Hiram Gutierrez P.O. Box 2916 McAllen TX 78502	edinburgbankruptcy@pbfcml.com	Email
Counsel to Lubbock Central Appraisal District Midland County	Perdue, Brandon, Fielder, Collins & Mott, L.L.P	Attn: Laura J. Monroe PO Box 817 Lubbock TX 79408	lmbkr@pbfcml.com	Email
Counsel to Kerrville Independent School District, Copperas Cove Independent School District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P	Attn: Sergio E. Garcia 3301 Northland Drive Suite 505 Austin TX 78731	sgarcia@pbfcml.com	Email
Counsel to Magnolia Independent School District and City of Montgomery, Brazoria County, Brazoria County Municipal Utility District #34	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Melissa E. Valdez 1235 North Loop West Suite 600 Houston TX 77008	mvaldez@pbfcml.com	Email
Counsel to Potter County Tax Office and Randall County Tax Office	Perdue, Brandon, Fielder, Collins and Mott, L.L.P.	Attn: Alysia C��rdova P.O. Box 9132 Amarillo TX 79105	acordova@pbfcml.com amabkr@pbfcml.com	Email
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Counsel for Champion Petfoods USA Inc., Mars Petcare US, Inc., Mars Fishcare North America, Inc., Royal Canin U.S.A., Inc.	Polsinelli PC	Attn: Shanti M. Katona, Katherine M. Devanney 222 Delaware Avenue, Suite 1101 Wilmington DE 19801	skatona@polsinelli.com kdevanney@polsinelli.com	Email
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Counsel to STORE Master Funding IV, LLC	Reed Smith LLP	Attn: Keith M. Aurzada, Dylan T. F. Ross 2850 North Harwood Street, Suite 1500 Dallas TX 75201	kaurzada@reedsmith.com dylan.ross@reedsmith.com	Email
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Counsel to Matthew Avril	Ross Aronstam & Moritz LLP	Attn: Adam D. Gold, Holly E. Newell Hercules Building 1313 North Market Street, Suite 1001 Wilmington DE 19801	agold@ramllp.com hnewell@ramllp.com	Email
Counsel to Wilson AmCap II LLC	S&D Law	Attn: Michael L. Schlepp 1550 Wewatta Street, Floor 2 Denver CO 80202		First Class Mail
Counsel to Atlantic Plaza Station LLC, Edgewood Station LLC, Fairlawn Station LLC, Harvest Station LLC, Village Moorsville Station LLC, Fairfield Station LLC, Lakewood (Ohio) Station LLC, Shoregate Station LLC, Hartville Station LLC, Jensen Beach Station LLC, Chapel Hill North Station LLC, Five Town Station LLC, Golden Station LLC, Hamilton Ridge Station LLC, Hampton Village Station LLC, Memorial Kirkwood Station LLC, Orchard Square Station LLC, Rainbow Station North LLC, Southfield Station LLC, Stone Gate Station LLC, Valrico Station LLC, Wheat Ridge Station LLC, Summerville Station LLC, and Phillips Edison & Company, Beral, LLLP, Laurel Lakes, LLC, Harpers Station LLC, Irmo Station LLC,	Saul Ewing LLP	Attn: Monique B. DiSabatino, Mark Minuti 1201 North Market Street, Suite 2300 P.O. Box 1266 Wilmington DE 19899	monique.disabatino@saul.com mark.minuti@saul.com	Email
Counsel to Atlantic Plaza Station LLC, Edgewood Station LLC, Fairlawn Station LLC, Harvest Station LLC, Village Moorsville Station LLC, Fairfield Station LLC, Lakewood (Ohio) Station LLC, Shoregate Station LLC, Hartville Station LLC, Jensen Beach Station LLC, Chapel Hill North Station LLC, Five Town Station LLC, Golden Station LLC, Hamilton Ridge Station LLC, Hampton Village Station LLC, Memorial Kirkwood Station LLC, Orchard Square Station LLC, Rainbow Station North LLC, Southfield Station LLC, Stone Gate Station LLC, Valrico Station LLC, Wheat Ridge Station LLC, Summerville Station LLC, and Phillips Edison & Company, Harpers Station LLC, Irmo Station LLC,	Saul Ewing LLP	Attn: Turner N. Falk Centre Square West 1500 Market Street, 38th Floor Philadelphia PA 19102	turner.falk@saul.com	Email

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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Securities and Exchange Commission	Securities & Exchange Commission - NY Office	Attn: Bankruptcy Department Brookfield Place 200 Vesey Street, Suite 400 New York NY 10281-1022	bankruptcynoticeschr@sec.gov nyrobankrtpy@sec.gov	First Class Mail and Email
Securities and Exchange Commission	Securities & Exchange Commission - Philadelphia Office	Attn: Bankruptcy Department One Penn Center 1617 JFK Blvd, Suite 520 Philadelphia PA 19103	secbankrtpy@sec.gov	First Class Mail and Email
Counsel to Brookdale Shopping Center, L.L.C. (Creditor/Landlord)	Segal McCambridge Singer & Mahoney	Attn: Alan J. Taylor 29100 Northwestern Highway, Suite 240 Southfield MI 48034	ataylor@smsm.com	Email
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Counsel to the DIP Agent, Wilmington Trust, National Association, as Prepetition First Lien Agent and DIP Agent	Seward & Kissel LLP	Attn: Gregg Bateman, Sagar Patel, Michael Danenberg, John R. Ashmead, Gregg S. Bateman, Andrew J. Matott One Battery Park Plaza New York NY 10004	First Class Mail and Email	
Counsel to Wayne County Treasurer	Shermeta, Kilpatrick & Associates, PLLC	Attn: Richardo I. Kilpatrick 615 Griswold, Suite 1305 Detroit MI 48226-3985	ecf@kaalaw.com	Email
Counsel to Sayville Plaza Development, LLC	Shipman & Goodwin LLP	Attn: Eric S. Goldstein One Constitution Plaza Hartford CT 06103-1919	egoldstein@goodwin.com bankrtpy@goodwin.com bankrtpycaparalegal@goodwin.com	Email
Counsel to ShopCore Properties and its related entities	ShopCore Properties	Attn: William F. McDonald III 10920 Via Frontera, Suite 220 San Diego CA 92127	wmcdonald@shopcore.com	Email
Counsel to Simon Property Group, Inc. and its related entities	Simon Property Group, Inc.	Attn: Ronald M. Tucker 225 West Washington Street Indianapolis IN 46204	rtucker@simon.com	Email
Counsel to Village at the Mall Holdings, LLC, Bridge33 Capital LLC	Singer & Levick, P.C.	Attn: Michelle E. Shriro 16200 Addison Road, Suite 140 Addison TX 75001	mshriro@singerlevick.com	Email
Counsel to Paoli Shopping Center Limited Partnership, Phase II, 4405 Milestrip HD Lessee LLC, Feasterville Realty Associates LP	Sirlin Lesser & Benson, P.C.	Attn: Dana S. Plon 123 South Broad Street, Suite 2100 Philadelphia PA 19109	dplon@sirlinlaw.com	Email
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Counsel to MJK Real Estate Holding Company, LLC	SWK Attorneys at Law	Attn: David E. Cohen 500 Skokie Boulevard, Suite 600 Northbrook IL 60062	dcohen@swkattorneys.com	Email
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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
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Counsel to Cielo Paso Las Tiendas, L.P.	The Ehrlich Law Firm	Attn: William Ehrlich 444 Executive Center Blvd, Suite 240 El Paso TX 79902	william@ehrlichlawfirm.com	Email
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Counsel to LU Candlers Station Holdings, LLC	Thompson Hine LLP	Attn: Louis F Solimine 312 Walnut Street Suite 2000 Cincinnati OH 45202-4029	Louis.Solimine@ThompsonHine.com	Email
Counsel to Northside Village Conyers, LLC	Thompson O'Brien Kappler & Nasuti PC	Attn: Michael B. Pugh 2 Sun Court, Suite 400 Peachtree Corners GA 30092	mpugh@tokn.com	Email
Counsel to Integra Cre, Inc.	Tolson & Wayment, PLLC	Attn: Aaron J. Tolson 1906 Jennie Lee Dr. Idaho Falls ID 83404	ajt@aaronjtolsonlaw.com	Email
Counsel to The J. M. Smucker Company and Amazing Organics LLC t/a Amazing Herbs	Tydings & Rosenberg LLP	Attn: Stephen B. Gerald 200 Continental Drive, Suite 401 Newark DE 19713	sgerald@tydings.com	Email
U.S. Attorney for the District of Delaware	U.S. Attorney for Delaware	Attn: David C. Weiss & Ellen Slights U.S. Attorney's Office 1313 N Market Street, Suite 400 Wilmington DE 19801		First Class Mail
Securities and Exchange Commission	U.S. Securities and Exchange Commission - Headquarters	Secretary of the Treasury 100 F. Street NE Washington DC 20549	secbankruptcy@sec.gov	First Class Mail and Email
Counsel to Sangamon North LLC, the Commons at Southpark LLC	Weltman, Weinberg & Reis Co, LPA	Attn: Geoffrey J. Peters 5475 Rings Road Suite 200 Dublin OH 43017	bronationalecf@weltman.com	Email
Counsel to the Second Lien Secured Parties; HoldCo Lenders	White & Case LLP	Attn: Bojan Guzina 111 S. Wacker Dr., Suite 5100 Chicago IL 60606	bojan.guzina@whitecase.com	First Class Mail and Email
Counsel to Ad Hoc Group of Freedom Lenders	White & Case LLP	Attn: J. Christopher Shore, Samuel P. Hershey, Andrew Zatz, Erin Smith, Brett Bakemeyer 1221 Avenue of the Americas New York NY 10020-1095	cshore@whitecase.com sam.hershey@whitecase.com azatz@whitecase.com erin.smith@whitecase.com brett.bakemeyer@whitecase.com	Email
Counsel to the Second Lien Secured Parties; HoldCo Lenders, Ad Hoc Group of Freedom Lenders	White & Case LLP	Attn: Thomas Lauria 200 South Biscayne Boulevard, Suite 4900 Miami FL 33131	tlauria@whitecase.com	First Class Mail and Email
Counsel to Debtors and Debtors In Possession	Young Conaway Stargatt & Taylor, LLP	Attn: Edmon L. Morton, Matthew B. Lunn, Allison S. Mielke, Sheila Borovinskaya Rodney Square 1000 N. King Street Wilmington DE 19801	emorton@ycst.com mlunn@ycst.com amielke@ycst.com sborovinskaya@ycst.com	Email

Exhibit D

Exhibit D

Affected Contract Counterparties Service List
Served via first class mail

ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29623017	100 Brentwood Associates L.P.	c/o First Capital Realty Inc., 600 N. 2nd Street, Suite 401	Harrisburg	PA	17101	
29783761	1010data Retail Solutions LLC	750 Third Avenue, 4th Floor	New York	NY	10017	
29783762	1010data Service LLC	750 Third Avenue, 4th Floor	Detroit	MI	48267-5085	
29606576	1010data, Inc.	750 Third Avenue, 4th Floor	New York	NY	10017	
29623018	1050 Sunrise LLC	101 Alma Street, #203	Palo Alto	CA	94301	
29790542	11:11 Systems, Inc.	1235 North Loop West, Suite 800	Houston	TX	77008	
30202158	1250 Niagra Falls Boulevard Tonawanda LLC	1250 Niagra Falls Boulevard	Tonawanda	NY	14150	
29623019	1313 Apalachee Parkway, LLC	c/o SVN / Southland, 2057 Delta Way	Tallahassee	FL	32303	
30202160	1499 Rome Hilliard LLC	c/o Ohio Equities LLC, 605 S Front Street, Suite 200	Columbus	OH	43215	
29651059	1522 14th Street LLC	c/o Goldberg Group, P.O. Box 8195, Suite 400	White Plains	NY	10602	
30345491	161 East 86th Street Company LLC	c/o The Garth Organization, Ltd., 157 East 86th Street	New York	NY	10028	
		c/o Comstock Crosser & Assoc. Development Co. Inc.,				
29651061	1800 Rosecrans Partners LLC	3760 Kilroy Airport Way, Suite 130	Long Beach	CA	90806	
29651062	1803 Rockville Pike LLC	107 W Jefferson Street	Rockville	MD	20850	
29651063	195 Harbison, LLC	3253 Harrison Rd.	Columbia	SC	29204	
29651065	2013 Massey Blvd LLC	PO BOX 4217	Hagerstown	MD	21741-4217	
29651066	211 Wallkill Realty LLC	430 Park Avenue	New York City	NY	10022	
29783772	212 Design, Inc. dba Two One Two Design	45 West 21st Street Suite 403	New York	NY	10010	
29651067	2205 Federal Investors, LLC	177 Fox Meadow Road	Scarsdale	NY	10583	
29651068	2229 2nd Street North-Millville, LLC	1000 Portside Drive	Edgewater	NJ	07020	
29651069	2397 S. Stemmons LLC	7802 Goddard Ave.	Los Angeles	CA	90045	
		1851 NORTH SOUTHERN ROAD, ATTN ACCOUNTS				
29783777	24 Seven Inc.	PAYABLE	Kansas City	MO	64120	
29623020	244 East 86th Street LLC	19 West 21st Street, Suite 902	New York City	NY	10010	
29623021	280 Metro Limited Partnership	c/o Kimco Realty Corporation, 2429 Park Avenue	Tustin	CA	92782	
		c/o Crosspoint Associates Inc., 188 Needham Street,				
29623022	30 Worcester Road LLC	Suite 255	Newton Upper Falls	MA	02464	
		C/O Schuckman Management LLC, 120 North Village				
29623023	300 West 23rd Street Retail LLC	Avenue	Rockville Centre	NY	11570	
29623024	327 EH LLC	46 Main Street	Millburn	NJ	07041	
		c/o Boulos Asset Management, 100 Middle Street, East				
29623025	335 MMR Development, LLC and Who is John Galt? LLC	Tower - Suite 230	Portland	ME	04101	
29776590	365 Data Centers Services, LLC	200 Connecticut Avenue, Suite 5A	Norwalk	CT	06854-	
		Unit 706, 7/F., South Seas Centre, Tower 2, 75 Mody				
29783742	37POINT HK Co., Ltd. dba Seven-Hub	Road, TsimShaTsui	Hong Kong			China
29623026	383 Army Trail LLC	c/o Adelphia Properties, 1314 Kensington Road #4974	Oak Brook	IL	60523	
29623027	3841 Kirkland Highway, LLC	200 Airport Road	New Castle	DE	19720	
		385 Fifth Avenue LLC by Hilson Management Corp. as				
29623028	agent for the Landlord	185 Madison Avenue	New York City	NY	10016	
29783783	385 S Colorado Blvd LLC	c/o NEG Property Services, 3696 N Federal Hwy #203	Fort Lauderdale	FL	33308	

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Affected Contract Counterparties Service List
Served via first class mail

ADRID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29648869	400-688 N. Alafaya Trail, LLC	543 N. Wymore Road, Suite 106	Maitland	FL	32751	
29648870	401 Federal Investments, LLC	215 N. Federal Highway	Boca Raton	FL	33432	
29648871	4015 Veterans, LLC	1200 South Clearview Pkwy, Suite 1166	New Orleans	LA	70123	
29783792	4077814 Delaware Inc. DBA Canus USA	26 Leonard Ave	Leonardo	NJ	07737-	
29648872	415 State Route 18 LLC	415 State Route 18	East Brunswick	NJ	08816	
29648873	434 Southbridge LLC	532 Great Road	Acton	MA	01720	
29776595	462 Express LLC	3725 N 128th Ave	Avondale	AZ	85392	
29648874	4701 Cooper Street Arlington, L.L.C.	11035 Lavender Hill Drive, Suite 160	Las Vegas	NV	89135	
29648875	4801 Hulen LLC	8100 E. 22nd North Bldg. 1700-2	Wichita	KS	67226	
29776601	4R Systems, Inc.	801 Cassatt Road, Suite 202	Berwyn	PA	19312	
29648876	5055 Monroe Street, LLC	864 8th Street	Manhattan Beach	CA	90266	
29648877	5501 LR LLC	36 Maple Place, Suite 303	Manhasset	NY	11030	
29648878	5510-5520 Broadway LLC	One Independent Drive, Suite 114	Jacksonville	FL	32202	
29623030	5592 Santa Teresa Blvd., LLC	333 W. El Camino Real, Suite 240	Sunnyvale	CA	94087	
		c/o Benderson Properties Inc., 7978 Cooper Creek				
29623031	570 DAB 29, LLC	Boulevard, Suite #100	Bradenton	FL	34201	
29623032	5702 Johnston, LLC	408 Worth Ave	Lafayette	LA	70508	
		c/o Avison Young Nevada, 10845 Griffith Peak Drive, Suite 100				
29623033	5J's Vegas Rainbow LLC	Las Vegas	NV	89135		
29783801	6 Pack Fitness, LLC	395 Mendell Street	San Francisco	CA	94124	
		c/o Regency Centers Corporation, One Independent Drive, Suite 114				
30202197	60617 Balboa Mesa, LLC	Jacksonville	FL	32202-5019		
		c/o Comar Properties Managing Agent, 17W220 22nd Street, Suite 350				
29623034	6310 West 95th LLC	Villa Park	IL	60181		
29623035	66 Holyoke LLC	63 Myron St., Ste C	West Springfield	MA	01089	
29623036	7708 W Bell Road LLC	700 E Ogden Avenue, Suite 305	Westmont	IL	60559	
29623037	78 Lawrence Street LLC	231 Hawthorne Avenue	Yonkers	NY	10705	
29623038	81-01 37TH Avenue LLC	60 Crossways Park Drive West, Suite 301	Woodbury	NY	11797	
29677277	84401 Newfoundland and Labrador Inc	Attn: Lisa Wheeler, 145 Aberdeen Avenue, Unit 1	St John's	NL	A1A 5P6	Canada
		c/o Comar Properties managing agent, 17W220 22nd Street, Suite 350				
29623039	8600 West Golf LLC	Villa Park	IL	60181		
29623040	A & B Properties Hawaii, LLC, Series R	220 South King St., Suite 1800	Honolulu	HI	96813	
29776615	A C Grace CO	111 East Gilmer Street	Big Sandy	TX	75755	
29783808	A Guerrero, LLC	825 W. Chicago Ave.	Chicago	IL	60642	
29783810	A&C Snacks LLC	935 Gravier St, 10th Floor	New Orleans	LA	70112	
29783812	A&G Realty Partners, LLC	445 Broadhollow Road, Suite 410	Melville	NY	11747	
29783813	A/P Recovery, Inc.	975 Johnnie Dodds Blvd.	Mt. Pleasant	SC	29464	
	A+ Secure Packaging, LLC, d/b/a Cardinal Health					
29783814	Packaging Solutions	339 Mason Road	LaVergne	TN	37086	
29783816	a360 Media	4 New York Plaza, 2nd Floor	New York	NY	10004	
29783817	AAD:FITCH, LLC	16435 N. Scottsdale Road, Suite 195	Scottsdale	AZ	85254	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29783819	Abbott Laboratories Inc.	3300 Stelzer Road	Columbus	OH	43219	
	Aberdeen Oklahoma Assoc & Pasan Trustc/o Kin Properties	c/o Kin Properties Inc., 185 NW Spanish River Blvd., Suite 100	Boca Raton	FL	33431	
29648879	Properties					
29648880	ACA-SC Limited Partnership	P.O. Box 52428	Atlanta	GA	30355	
29776621	Acceleration Partners, LLC	16 Rae Ave	Needham	MA	02492-	
29776622	Access Development	1012 W. Beardsley Place	Salt Lake City	UT	84119	
29776623	Access Staffing, LLC	360 Lexington Avenue	New York	NY	10017	
29626410	Accounting Principals, Inc.	DEPT CH 14031	Palatine	IL	60055-4031	
29776625	Accruent LLC	10801-2 N. Mopac Expressway, Suite 400	Austin	TX	78759-5458	
29776625	Accruent, LLC	10801-2 N. Mopac Expressway, Suite 400	Austin	TX	78759	
29783822	AccuFitness LLC	P.O. Box 4411	Greenwood Village	CO	80155-4411	
29783823	Ace Asphalt of Arizona, Inc.	3030 South 7th St	Phoenix	AZ	85040	
29648881	ACS Fort Smith Pavilion AR, LLC	350 Pine Street, Suite 800	Beaumont	TX	77701	
29783827	Action Staffing Group	1137 ELIZABETH AVENUE	Elizabeth	NJ	07201-	
29783828	Active Interest Media	300 N. Continental Blvd., Suite 650	El Segundo	CA	90245	
29783829	ACTIVLAB, LLC	119 S. Main Street Suite 500	Memphis	TN	38103	
29783830	Acuative Corporation	27460 Network Place	Chicago	IL	60673-1274	
29783831	Acxiom Corporation	301 East Dave Ward Drive	Conway	AR	72032-7114	
29783832	Adaptogen Science	11601 Biscayne Blvd Suite 201	Miami	FL	33181	
29783833	Adaptogen Science, LLC	11601 Biscayne Blvd Suite 201	Miami	FL	33181	
29790563	Adapty	20 Commerce Drive, Suite #135	Cranford	NJ	07016-	
29776627	Adapty Inc.	101 Carnegie Center STE 102	Princeton	NJ	08540-	
29776627	Adapty Inc.	20 Commerce Drive, Suite # 135	Cranford	NJ	07016-	
29776628	Addison Group, LLC	7076 SOLUTIONS CENTER	Chicago	IL	60677-7000	
29604801	Adlucent	PO BOX 25277	OVERLAND PARK	KS	66225	
29776630	Adlucent, LLC	2130 S. Congress	Austin	TX	78704	
29776631	ADM / Matsutani LLC	4666 Faries Parkway	Decatur	IL	62521	
29776632	ADP	PO BOX 9001007	Louisville	KY	40290	
29776634	AdRoll, Inc.	972 Mission Street, 3rd Floor	San Francisco	CA	94103	
29776635	Aduro Products LLC	250 Liberty Street	Metuchen	NJ	08840-	
29776636	Advance Trailer Systems, Inc.	5160 Commerce Road	Richmond	VA	23234	
29776638	Advanced Construction	2201 Babcock Blvd	Pittsburgh	PA	15237	
29783834	Advanced Food Concepts (AFC) d/b/a Gu Energy Labs	1204 10th St	Berkeley	CA	94710	
29783835	Advanced Molecular Labs, LLC.	21 Bennetts Road Ste 101	East Setauket	NY	11733	
29783836	Advanced Muscle Science	148 SW Hami Han St.	Portland	OR	97239	
29783837	Advanced Nutrient Science Intl.	10540 72nd Street	Largo	FL	33777	
29783838	Advanced Nutrition by Zahler Inc.	50 Lawrence Avenue	Brooklyn	NY	11230	
29783839	Advantage Sales & Marketing d/b/a Advantage Media	77 North Washington St, 8th Floor	Boston	MA	02114-	
	Advantage Sales & Marketing LLC d/b/a Brand					
29783840	Connections	P.O. Box 744347	Atlanta	GA	30374-4347	
29783841	Advantage Sales & Marketing, LLC d/b/a Adlucent	P.O. Box 744347	Atlanta	GA	30374-4347	

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29783844	AdvoCare International, L.P.	2801 Summit Ave. Select Strategies Realty, 400 Techne Center Drive, Suite 320	Plano Milford	TX OH	75074 45150	
29648882	AE Holdings III, LLC AEI Accredited Investor Fund VI LLP and AEI National Income Property Fund VII LP	1300 Wells Fargo Place, 30 East Seventh Street	Saint Paul	MN	55101	
30202212	AEI National Income Property Fund VII LP AEI National Income Property Fund VII LP, as successor in interest to CCBF Associates (Greenville), LLC	4502-4508 West Wendover Ave 1300 Wells Fargo Place, 30 East 7th Street, Attn: Asset Management	Greensboro St. Paul	NC MN	27409 55101	
29648885	AEI National Income Property Fund VII, LP	1300 Wells Fargo Place	Saint Paul	MN	55101	
30202216	AEI National Income Property Fund VIII LP	1300 Wells Fargo Place	Saint Paul	MN	55101	
29648886	AEI National Income Property Fund VIII LP	30 East Seventh Street, Suite 1300	Saint Paul	MN	55101	
29776646	Aero Automatic Sprinkler Co	21605 N Central Ave	Phoenix	AZ	85024	
29776647	AEROTEK SCIENTIFIC, LLC.	7301 Parkway Dr.	Hanover	MD	21076	
29776648	Aerotek, Inc.	7301 Parkway Dr.	Hanover	MD	21076	
29783846	Affinity Resources LLC	941 Alhambra Avenue	Martinez	CA	94553	
29648887	AFI Greer LLC	1901 Avenue of the Stars, Suite 630	Los Angeles	CA	90067	
29783848	AfterShokz LLC	6311 Fly Road 3a. Avenida 13-78, Zona 10. Torre Citibank en Intercontinental Plaza, Nivel 12	East Syracuse Guatemala City	NY	13057 1010	
29783741	AFUS, S.A.	Income Properties of Raleigh Inc., 1049 Dresser Court	Raleigh	NC	27609	
29648888	AG Cameron Shops LLC	915 CORNWALL RD	SANFORD	FL	32773	
29783852	Agilysys, Inc.	2340 Enterprise Avenue	La Crosse	WI	54603	
29783853	Agropur MSI, LLC	2709 Faith Industrial Dr Ste 500	Buford	GA	30518	
29783854	AHN International Inc dba Amazing Herbs	19535 East Walnut Drive South	City of Industry	CA	91748	
29783855	AIIDP, Inc.	PO BOX 66730	CHICAGO	IL	60666	
29783857	AIT Worldwide Logistics Inc.	701 N. Rohlwing Road	Itasca	IL	60143	
29604461	Aiya Company Limited	386 Beech Avenue, Unit B3	Torrance	CA	90501	
29623041	AJA Turnpike Properties	2 Bellmore Road	East Meadow	NY	11554	
29790573	AJB Software Design Inc.	5255 Solar Drive	Mississauga	ON	L4W 5B8	Canada
29776653	Akamai Technologies, Inc.	8 Cambridge Center	Cambridge	MA	02142-	
29776653	Akamai Technologies, Inc.	8 Cambridge Center	New York	NY	10087-6590	
29776655	Aker BioMarine Antarctic US, Inc.	312 Amboy Avenue, Suite 1	Metuchen	NJ	08840-	
29627829	Akeso Health Sciences, LLC	4607 Lakeview Canyon # 561	Westlake Village	CA	91361	
29776657	AI Sports Nutrition	5337 N Socrum Loop Rd #189	Lakeland	FL	33809	
29623042	Ala Moana Anchor Acquisition, LLC	110 N. Wacker Dr.	Chicago	IL	60606	
29776660	Alaffia Sustainable Skin Care	PO Box 11143	Olympia	WA	98508	
29604537	Alani Nutrition	7201 Intermodal Drive Ste A	Louisville	KY	40258	
29783858	Alani Nutrition LLC	7201 Intermodal Drive Ste A	Louisville	KY	40258	
29623043	ALBA VILLAGE REGENCY	c/o Regency Centers Corporation, One Independent Drive, Suite 114	Jacksonville	FL	32202	
29623044	Albany Management	4 Computer Drive West	Albany	NY	12205	

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29604822	Alclear Healthpass, LLC	65 E. 55th Street, 17th Floor	New York	NY	10022	
29623045	Alico Medical Properties LLC	9070 Irvine Center Drive, Suite 200	Irvine	CA	92618	
29792395	Alkemist Labs	12661 Hoover St.	Garden Grove	CA	92841	
29783867	All American Pharmaceutical & Natural Foods Company	2376 Main Street	Billings	MT	59105	
	All American Pharmaceutical & Natural Foods					
29783868	Corporation	2376 Main Street	Billings	MT	59105	
29783869	All Natural Distributors Inc.	11 Perry Drive	Foxboro	MA	02035-	
29790576	All Terrain	20 North Main Street	NEWPORT	NH	03773-	
29776661	Allera Health Products	16935 West Bernardo Drive, Suite 224	San Diego	CA	92127	
29776662	Allergy Research Group LLC	2300 North Loop Rd	Alameda	CA	94502	
29623046	Alliance-March III LLC	24001 Telegraph Rd.	Southfield	MI	48033	
29783702	Allmax Nutrition Inc + HBS International Corp	4576 Yonge St, Ste 509	Toronto	ON	M4N 6N9	Canada
29776664	AllRetailJobs.com	17501 Biscayne Blvd, Suite 530	North Miami Beach	FL	33160	
29776666	Almased USA, Inc.	2861 34th St S	St. Petersburg	FL	33711	
29776667	Aloe Life International, Inc.	11657 Riverside Dr. #169	Lakeside	CA	92040	
29776668	Aloft Beachwood	1010 Eaton Boulevard	Beachwood	OH	44122	
29776670	Alpine Access	1767 Denver West Blvd Ste A	Golden	CO	80401	
29776671	Alpine Access, Inc.	1120 Lincoln Street, Suite 1400	Denver	CO	80203	
29783872	Alta Health Products INC	300 Main St	Idaho City	ID	83631	
29783873	Alteya Inc	1846 South Elmhurst Road	Mount Prospect	IL	60056	
29783875	Always Young LLC	95 Old Indian Dr	Milton	NY	12547	
29783876	AM Navigator LLC	PO Box 2707	Stafford	VA	22555	
29623048	AMA Generation Properties Rio LLC	9702 Gayton Rd, PMB #127	Dumbarton	VA	23238	
29790579	Amacai Information Corporation d/b/a Localeze	8010 Towers Crescent Drive, Fifth Floor	Vienna	VA	22182	
29783879	Amazon Preservation Partners, Inc. dba Zola Acai	1501A Vermont Street	San Francisco	CA	94107	
29783880	Amazon Services LLC	PO BOX 81226	Seattle	WA	98108	
29627874	Ambrosia Nutraceuticals	1630 Superior Ave Suite D	Costa Mesa	CA	92627	
29783883	American Biologics	1180 Walnut Ave	Chula Vista	CA	91911	
29776672	American Cargo Express, Inc.	2345 Vauxhall Road	Union	NJ	07083-	
29628227	American Draft Systems LLC	45 Columbia Ave	Thornwood	NY	10594	
29776675	American Forests	1220 L Street, NW, Ste. 750	Washington	DC	20005	
29790580	American Halal Co Inc.	1111 Summer Street, 5th Floor	Stamford	CT	06905-	
29776679	American Specialty Health Fitness, Inc.	10221 Wateridge Circle	San Diego	CA	92121	
29776680	America's Charities	14150 Newbrook Drive, Suite 110	Chantilly	VA	20151	
29790582	America's Finest Inc.	20 Lake Drive	East Windsor	NJ	08520-	
29783884	AMPC, Inc. (DBA Essentia Protein Solutions)	2425 SE Oak Tree Court	Ankeny	IA	50021	
29783885	Amplify Snack Brands	500 W. 5th St, Suite 1350	Austin	TX	78701	
29783886	Anabol Naturals	1550 Mansfield Street	Santa Cruz	CA	95062	
29783887	Analytics Pros, Inc.	1546 NW 56th Street	Seattle	WA	98107	
29623049	Anchor Chattanooga, LLC	3035 Rhea County Highway, Suite 150	Dayton	TN	37321	

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29628233	Anchor Computer, Inc.	1900 New Hwy	Farmingdale	NY	11735	
29783890	Ancient Naturals	1540 International Pkwy, Suite 2000	Lake Mary	FL	32746	
29783891	ANDALOU NATURALS	7250 REDWOOD BLVD, SUITE 208	NOVATO	CA	94945	
29783892	Anderson Global Group, LLC	2030 Main Street Suite 430	Irvine	CA	92614	
30345397	Andi Jones	ADDRESS ON FILE				
29783893	Andover Inc. dba IQ Workforce	51 REMINGTON CIRCLE	Princeton Junction	NJ	08550-	
29783894	Andrea Marchese	535 East 78th Street 4A	New York	NY	10075	
29790586	Andrew Arcangel	ADDRESS ON FILE				
29645305	Andrew Laudato	ADDRESS ON FILE				
29776683	Angeion Group LLC	1801 MARKET STREET, SUITE 660	Philadelphia	PA	19103	
29776684	Angie's Artisan Treats, LLC	151 Good Counsel Drive, Suite 100	Mankato	MN	56001	
29790588	Anne-Elise Nutrition, LLC	PO BOX 434	TENANTS HARBOR	ME	04860-	
29776687	Annona Company DBA Earnest Eats	444 S. Cedros Ave., Ste. 175	Solana Beach	CA	92075	
29776688	Ansell	163 Ralston Rd.	Sarver	PA	16055	
29776689	Answers Corporation	6665 Delmar Blvd., Ste. 3000	Saint Louis	MO	63130	
29776690	Anti-Aging Essentials Inc.	PO Box 715	Carnegie	PA	15106	
29776692	Apax OTC Business Development, LLC	4833 Front Street, #415	Castle Rock	CO	80104	
29783897	Apex Systems	3750 COLLECTIONS DRIVE	Chicago	IL	60629	
29783898	Apex Wellness Group, LLC	14362 N Frank Lloyd Wright Blvd., Suite 1000	Scottsdale	AZ	85260	
29783900	Apollo Story	72 Pheasant Run	Millwood	NY	10546	
29783901	Applied Nutriceuticals, Inc.	8112 Statesville Road, Suite G	Charlotte	NC	28269	
29783902	Applied Sciences LLC	1511 N Hayden Rd Suite 160-327	Scottsdale	AZ	85260	
29739939	Approved Freight Forwarders	9089 Clairemont Mesa Blvd., Ste 301	San Diego	CA	92123	
29604876	Aptos, Inc.	DEPT CH17281	Palatine	IL	60055	
29604876	Aptos, LLC	DEPT CH17281	Palatine	IL	60055	
29783903	Aqua ViTea LLC	153 Pond Lane	Middlebury	VT	05753-	
29783904	Aquent LLC	PO BOX 414552	Boston	MA	02241-	
		c/o AR Global Investments LLC, 650 5th Avenue, 30th Floor				
29648889	ARC CPFAYNC001, LLC		New York City	NY	10019	
29648890	ARC MCLVSNV001, LLC	c/o American Realty Capital, 650 Fifth Avenue	New York City	NY	10019	
29648891	ARC TSKCYMO001, LLC	405 Park Ave., 15th Floor	New York City	NY	10022	
29648892	Arcadia Hub Holdings I, LLC	1620 Fifth Ave., Suite 770	San Diego	CA	92101	
29776694	Archive Systems, Inc.	39 Plymouth Road	Fairfield	NJ	06825-	
29776695	Arctic Ease, LLC	200 Schell Lane Suite 204	Phoenixville	PA	19460	
29776697	ArcVision Inc.	1950 Craig Road, Suite 300	St. Louis	MO	63146-4106	
29648893	Arden Plaza Associates, LLC	1333 Howe Avenue, Suite 202	Sacramento	CA	95825	
29648894	ARG LSSALMD001, LLC	c/o Global Net Lease Inc., 650 5th Avenue, 30th Floor	New York City	NY	10019	
29776700	Arizona Generator Technology, Inc	7901 N 70th Ave	Glendale	AZ	85303	
29776701	Arizona Nutritional Supplements	c/o Greenberg Traurig, LLP, Attn: Dennis A. Meloro, 222 Delaware Avenue, Suite 1600	Wilmington	DE	19801	
29604368	Arthur Andrew Medical	8350 E. Raintree Dr. , #101	Scottsdale	AZ	85260	

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2964895	Arvig LLC	2750 NE 185 Street, Suite 306	Miami	FL	33180	
30345464	A-S 160 Grand Parkway-W, Airport Phase 3, L.P.	c/o NewQuest Properties, Attn: Property Mngmt/Legal, 8827 W. Sam Houston Pkwy N., Suite 200	Houston	TX	77040	
29783915	ASB Resources	4365 Route 1 S, Suite 205	Princeton	NJ	08540-	
29783916	ASB Resources	4390 Route 1 N, Suite 222	Princeton	NJ	08540-	
	ASB Resources LLC	4365 ROUTE 1, SUITE 102	Princeton	NJ	08540-	
		c/o Centennial Real Estate Management LLC, 8750 N. Central Expressway, Suite 1740	Dallas	TX	75231	
29648896	Ashley Park Property Owner LLC	12 Lincoln Boulevard, Suite 207	Emerson	NJ	07630	
29648897	Aspen Rt 9 LLC	500 North Michigan Ave, Suite 600	Chicago	IL	60611	
29783921	Aspire Brands, Inc.	5700 WILSHIRE BLVD, SUITE 550	Los Angeles	CA	90036	
29783922	Associated Production Music LLC	Via Sant'Antonio Maria Zaccaria 3	Milan		20122	Italy
29776556	Associazione Friend of the Sea	45 Broadway 18th Floor	New York	NY	10006	
29776705	Assured Environments	120 Capital Dr	Golden	CO	80439	
29776706	AST Sports Science	3689 COLLECTIONS DRIVE	Chicago	IL	60629	
29604889	Aston Carter, Inc.	401 Columbus Ave	Valhalla	NY	10560	
29776708	At Last Naturals	2827 Kalawao Street	Honolulu	HI	96819	
29776711	ATH Sports Nutrition, LLC	201 Old Country Rd Suite 105	Melville	NY	11556	
29776712	Athlete Certified Nutrition	3109 Grand Ave 280	Miami	FL	33431	
29776713	Athletic Edge Nutrition	1050 17th Street, Suite 1500	Denver	CO	80265	
29776715	Atkins Nutritionals, Inc.	3212 Shadewood Drive	Crystal Lake	IL	60014	
29783923	Atkins Nutritionals, Inc.	115 Whetstone Place	SAINT AUGUSTINE	FL	32086	
29783926	atlantic Candy Co	300 Technology Center Way Ste. 550	Rock Hill	SC	29730	
29650555	Attentive Mobile Inc.	221 River Street, Suite 9047	Hoboken	NJ	07030-	
29790603	Aurea Biolabs Private Limited	G-285, Main Avenue, Panampilly Nagar	Cochin, Kerala		682036	India
29783929	Auroma International	1100 E Lotus Dr Bld 3	Silver Lake	WI	53170	
29648898	Aurora Corner, LLC	13500 Aurora Avenue North, Suite A	Seattle	WA	98133	
29790605	Aurus, Inc.	1 Edgewater Place, Suite 200	Norwood	MA	02062-	
29790605	Aurus, Inc.	One Edgewater Drive, Suite 200	Norwood	MA	02062-	
29783934	Authentic Alaska, LLC	9301 Glacier Hwy, Ste 200	Juneau	AK	99801	
29776716	Avalara, Inc.	1100 2nd Ave Suite 300	Seattle	WA	98101	
29648899	AVR CPC Associates, LLC	One Executive Boulevard	Yonkers	NY	10701	
29783703	AWAKE Corporation	700-10 Kingsbridge Garden Cir	Mississauga	ON	L5R 3K6	Canada
29790607	Axcess Global LLC, DBA Real Ketones, LLC	300 West Jennings St., Suite 201	Newburgh	IN	47630	
29776738	Axe and Sledge Supplements, Inc.	1909 New Texas Road	Pittsburgh	PA	15239	
29776739	Axis Labs, Inc.	9233 Park Meadows Dr. #46	Lone Tree	CO	80124	
29627746	Ayush Herbs, Inc.	2239 152 Ave NE	Redmond	WA	98052	
29648900	Azalea Joint Venture, LLC	c/o Federal Realty Investment Trust, 909 Rose Avenue, Suite #200	Rockville	MD	20852	
29623051	Azzarello Family Partners LP	542 Socorro Court	Reno	NV	89511	

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29623052	B.H. 3021-3203 South IH35, LLC	c/o BH Properties, 11111 Santa Monica Blvd., Suite 600	Los Angeles	CA	90025	
29776782	B.I.N. Science LLC (dba ROEX)	1401 N. Batavia Suite 204	Orange	CA	92867	
29623053	B33 Ashley Furniture Plaza II LLC	601 Union Street, Suite 1115	Seattle	WA	98101	
29623054	B33 Metro Crossing II LLC	601 Union Street, Suite 1115	Seattle	WA	98101	
29623055	B33 Wrangleboro II LLC	601 Union Street, Suite 1115	Seattle	WA	98101	
29623056	B33 Yuma Palms III LLC	601 Union Street, Suite 1115	Seattle	WA	98101	
29783961	Babo Botanicals LLC	14 Harwood Ct. Suite 425	Scarsdale	NY	10583	
29628286	Babson Macedonia Partners, LLC	M.E. Osborne Properties, 7670 TYLER BLVD c/o Rettner Building Management Corporation, 6 Fairfield Blvd #1	Mentor	OH	44060	
29623058	BADA CT, LLC	4477 Reynolds Rd	Ponte Vedra Beach	FL	32082	
29783964	Baesman Group, Inc.	20 WEST 36TH, 5TH FLOOR	Hilliard	OH	43026	
29790612	Bag Arts LLC	17 Rogers Street	New York	NY	10018	
29790613	Bamboo Rose LLC	P.O. Box 27128	Gloucester	MA	01930-	
29603299	Bank of America	PO BOX 402742	Concord	CA	75284-2425	
29603299	Bank of America	82 Agassiz Ave	Atlanta	GA	75284-2425	
29623059	Barbara Friedbauer and MACK 8927, LLC	2401 South Clinton Ave	Belmont	MA	02478	
29790615	Barclay Brand Ferdon	2401 South Clinton Ave	South Plainfield	NJ	07080-	
29790616	Barclay Fleet Service	38505 Woodward Avenue, Suite 280	South Plainfield	NJ	07080-	
29623060	Barclay Square LLC	6626 TACOMA MALL BLVD	Bloomfield Hills	MI	48304	
30273298	Bargreen-Ellingson, Inc.	4935 Lake Terrell Road	Tacoma	WA	98409	
29776752	Barlean 5	4936 Lake Terrell Road	FERNDALE	WA	98248	
29604351	Barlean's Organic Oils	302 Washington St. Suite 150	Ferndale	WA	98248	
29776754	Barnana	150 Lake Drive Suite 101	San Diego	CA	92103	
29776755	Barndad Innovative Nutrition, LLC	330 Ratzer Road, Suite A-4	Wexford	PA	15090	
29790618	Barwick Group	5742 W. Harold Gatty Drive	Wayne	NJ	07470-	
29627689	Basic Research, LLC	150 East 52nd Street	Salt Lake City	UT	84116	
29776759	Batallure Beauty, LLC	c/o Kiersey & McMillan Inc., P.O. Box 1696	New York	NY	10022	
29648901	Bauer & O'Callaghan LLC	c/o Cartessa Real Estate Partners, 145 S. Livernois #310	Beaverton	OR	97075	
29648902	BC of St. Lucie West LLC	c/o American Asset Corporation, 5950 Fairview Road, Suite 800	Rochester	MI	48307	
29648903	BC Retail, LLC	1500 Whetstone Way, Suite 101	Charlotte	NC	28210	
29648904	BCP Investors, LLC	2151 S Le Jeune Road, Suite 300	Baltimore	MD	21230	
29648905	BDG Kendall 162 LLC	629 Camino De Los Mares, #315	Miami	FL	33134	
29783982	Be Well Nutrition, Inc.	7111 Arlington Ave. Ste F	San Clemente	CA	92673	
29783983	Beach Fire, Corp dba Tahiti Trader	1560 Big Shanty Drive	Riverside	CA	92503	
29776761	Beaumont Products, Inc.	1000 NW 105th Ave	Kennesaw	GA	30144	
29776762	Beautyfit	PO BOX 637997	Plantation	FL	33322	
29776763	Beavex, Inc.	640 W California Ave, Suite 110	Cincinnati	OH	45263	
29776765	Become, Inc.	5801 Westside Ave.	Sunnyvale	CA	94086	
29790623	Beefeaters Holding Company	North Bergen	NJ	07047-		

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ADRID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29776545	Beijing Tang-An Nutrition & Healthcare Products Co., Ltd.	A-14-G, Chengming Building, No. 2 Xizhimen Nan Street	Beijing		100035	China
29776767	Belcam Inc.	27 Montgomery Street	Rouses Point	NY	12979	
29648906	Belden Park JV LLC	c/o Robert L. Stark Enterprises Inc., 629 Euclid Avenue, Suite 1300	Cleveland	OH	44114	
29783704	Bell Lifestyle Products Inc.	3164 Pepper Mill Ct.	Mississauga	ON	L5L 5V3	Canada
29776770	Bella Barbies International DBA Body Complete Rx	12020 Sunrise Valley Dr, Ste 100	Reston	VA	20191	
29783985	BeneFlex, Inc.	77 BRANT AVENUE, STE 206	Clark	NJ	07066-	
29648907	Bernal LLLP	2800 Quarry Lake Drive, Suite 320	Baltimore	MD	21209	
29790627	Berkeley College	44 Rifle Camp Road	Woodland Park	NJ	07424-	
29783991	Bernard Jensen Products	535 Stevens Avenue West	Solana Beach	CA	92075	
29648908	Berwyn Gateway LLC	c/o Keystone Ventures, LLC, 420 Clinton Place	River Forest	IL	60305	
29648909	Best Buy Stores, L.P.	7601 Penn Avenue South	Minneapolis	MN	55423	
29648910	Beta-Bremerton L.L.C.	18827 Bothell Way N.E., Suite 110	Bothell	WA	98011	
29783995	Betancourt Sports Nutrition LLC	14620 NW 60th Avenue , Bldg A	HIALEAH	FL	33014	
29783995	Betancourt Sports Nutrition LLC	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29783996	Better Planet Brands LLC	1629 SE 9th Street	Fort Lauderdale	FL	33316	
29776773	Betty Lou's Inc.	750 SW Booth Bend Rd.	McMinnville	OR	97128	
29776774	Beverly International	1768 Industrial Rd	Cold Spring	KY	41076	
29776775	Beyond Better Foods, LLC	101 Lincoln Avenue, Suite 100	Bronx	NY	10454	
29776776	BeyondTrust Software, Inc.	5090 N 40th Street, Suite 400	Phoenix	AZ	85018	
29776777	Bhu Foods	818 Vanderbilt place	San Diego	CA	92110	
29648911	Bierbrier South Shore Place Braintree LLC	420 Bedford St.	Lexington	MA	02420	
	Big Flats TEI Equities LLC, Big Flats TEA LLC, Big Flats CEG I, LLC, Big Flats CEG III LLC, Big Flats Patricia Lane LLC,					
29623061	Big Flats Westfield Commons LLC	c/o Time Equities Inc., 55 Fifth Avenue - 15th Floor	New York City	NY	10003	
29776783	Bio nutrition Inc.	3580 Oceanside Rd. Unit 5	Oceanside	NY	92056	
29776783	Bio Nutrition Inc.	64 Alabama Ave	Island Park	NY	11558	
29783998	BIOCALTH INTERNATIONAL, INC.	1871 Wright Avenue	La Verne	CA	91750	
29790630	Bio-Engineered Supplements & Nutrition Inc.	5901 Broken Sound Parkway NW, Suite 600	Boca Raton	FL	33487	
29784000	BioForce USA	6 Grandinetti Drive	Ghent	NY	12075	
29783751	BIOIBERICA, S.A.U.	C/ Antic Camí de Tordera, 109-119, Palafolls	Barcelona		8030	Spain
29783705	Bio-K Plus International Inc.	495 Armand Frappier Blvd	Laval	QC	H7N 5W1	Canada
29784001	BioNutritional Research Group, Inc.	6 Morgan , SUITE 100	Irvine	CA	92618	
29784002	BioPharmX, Inc.	1098 Hamilton Court	Menlo Park	CA	94025	
29784003	BioRage, Inc.	9108 Tyler Blvd	Mentor	OH	44060	
29783706	BioSteel Sports Nutrition Inc.	87 Wingold Avenue	North York	ON	M6L 1N7	Canada
29784004	Biotab Nutraceuticals, Inc.	401 E. Huntington Drive	Monrovia	CA	91016	
29784005	Biotest LLC	1850 Reliable Cir.	Colorado Springs	CO	80906	
29784006	Birch Benders	PO Box 4860	Boulder	CO	80306	
29623062	Birdcage GRF2, LLC	1850 Douglas Blvd., Suite 412	Roseville	CA	95661	

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30345468	Birkdale Real Estate Investors, LLC	P.O. Box 12170	Charlotte	NC	28220	
29623063	BKXL EASTEX LTD.	9121 Elizabeth Rd., # 108	Houston	TX	77055	
29792301	BlackLine Systems, Inc.	21300 Victory Blvd., 12th Floor	Woodland Hills	CA	75284	
29792301	BlackLine Systems, Inc.	21300 Victory Blvd., 12th Floor	Woodland Hills	CA	91367	
29790636	Blu-Dot Beverage Company Inc.	1155 North Service Road West, Unit 11	Oakville	ON	L6M 3E3	Canada
29776791	Blue Bay Technologies, LLC	478 2nd St.	Excelsior	MN	55331	
29623064	Blue Green Capital, LLC	18205 Biscayne Blvd., Ste 2202	North Miami Beach	FL	33160	
29784013	Bluebonnet Nutrition	12915 Dairy Ashford	Sugar Land	TX	77478	
29627747	Bluebonnet Nutrition Corp.	12915 Dairy Ashford	Sugar Land	TX	77478	
29623065	BMA Springhurst LLC	c/o Marquee Capital, 301 N Broadway, Suite 300	Milwaukee	WI	53202	
29790638	BMO Harris Bank N.A.	150 N Martingale Road, Suite 900	Schaumburg	IL	60173	
29784017	BMS Cat, Inc.	303 Arthur Street	Fort Worth	TX	76107	
29784018	BNC Nutrition LLC	1448 Industry Drive	Burlington	NC	53105	
29784019	BNG Enterprises	3312 E. Broadway Road	Phoenix	AZ	85040	
29776795	BoardVantage, Inc.	4300 Bohannon Drive, Suite 110	Menlo Park	CA	94025	
29776797	Bob's Red Mill	13521 SE Pheasant Ct.	Milwaukie	OR	97267	
29776798	Bob's Red Mill Natural Foods, Inc.	13521 SE Pheasant Court	Milwaukie	OR	97267	
29623066	Boca Park Marketplace LV, LLC	9030 W. Sahara Avenue, #422	Las Vegas	NV	89117	
29790640	Bodhi Organics, LLC	1800 E State St, Ste 144B	Hamilton	NJ	08609-	
29776802	Body LLC (dba Body Nutrition)	2950 47 Ave N.	St Petersburg	FL	33714	
29776804	Boiron Inc.	6 Campus Blvd	Newtown Square	PA	19073	
29776804	Boiron, Inc.	4 campus blvd	Newtown Square	PA	19073	
		c/o Bond Street Management Group LLC, 850 Morrison Drive, Suite 500				
29623067	Bond Street Fund 11, LLC	Drive, Suite 500	Charleston	SC	29403	
29623068	Bond Street Fund 8, LLC	850 Morrison Drive, Suite 500	Charleston	SC	29403	
29784024	Bonk Breaker, LLC	1833 Stanford Street	Santa Monica	CA	90404	
29790642	BOOM Chaga, LLC	760 Marbury Lane, Suite B	Longboat Key	FL	34228	
29623069	Boswell Avenue I, LLC	c/o Marx Realty & Improvement Co. Inc., 155 East 44th Street, 7th Floor	New York City	NY	10017	
29784029	Boulder Goods LLC DBA Sir Richards Condom Company	PO Box 989	Boulder	CO	80306	
29784031	Bounce USA LLC	750 SE Booth Bend Road	McMinnville	OR	97128	
29623070	Bowman MTP Center LLC	234 Seven Farms Drive, Suite 300	Daniel Island	SC	29492	
	Bowman Sales & Equipment Inc, dba Bowman Trailer Leasing	10233 Governor Lane Blvd.	Williamsport	MD	21795	
29776806	Boyden	3 RIVERWAY, SUITE #1150	Houston	TX	77056	
29776807	BPI Sports LLC	3149 SW 42nd St. #200 , #200	Hollywood	FL	33312	
29651026	Bradford Vernon IV LLC	c/o Bradford Real Estate, 200 South Wacker Drive, Suite 726	Chicago	IL	60606	
29776811	Bragg Live Food Products Inc.	199 Winchester Canyon Rd	Santa Barbara	CA	93117	
29776812	Brain Pharma, Inc.	3701 SW 47 Ave #104	Davie	FL	33314	

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29776813	Brand Makers, LLC	464 South Main Street	Spanish Fork	UT	84660	
29651027	Brand Properties IV, LLC	2401 PGA Boulevard, Suite 150	Palm Beach Gardens	FL	33410	
29776815	Brand Shop	20 Constitution Blvd South	Shelton	CT	06484-	
29776816	BrandBags LLC	11601 Wilshire Blvd., Suite 1800	Los Angeles	CA	90025	
29785625	BrandStorm HBC, Inc	7535 Woodman Place	Van Nuys	CA	91406	
30345490	Brazos TC South – Partnership A, L.P.	c/o NewQuest Properties, Attn: Property Mngmt/Legal, 8827 W. Sam Houston Pkwy N., Suite 200	Houston	TX	77040	
29606574	Breast Cancer Research Foundation	28 West 44th Street, Suite 609	NEW YORK	NY	10036	
29651028	BREIT Canarsie Owner LLC	ShopCore Properties, 50 S. 16th Street, Suite 3325	Philadelphia	PA	19102	
29785633	Brian Buford & Associates, Inc.	328 North Clifton Avenue Unit IN	Chicago	IL	60614	
		d/b/a Clearview & Northern LLC and 205-04 Northern Boulevard LLC, 134-01 20th Avenue, 20th Floor				
29651029	Brick Management LLC	Queens		NY	11356	
29651030	Brick Pioneer LLC	900 Route 9 North, Suite 301	Woodbridge Township	NJ	07095	
29651031	Brixmor Burlington Square LLC	c/o Brixmor Property Group, 200 Ridge Pike, Suite 100C	Conshohocken	PA	19428	
29651032	Brixmor Roosevelt Mall Owner, LLC	c/o Brixmor Property Group, 200 Ridge Pike, Suite 100	Conshohocken	PA	19428	
29651033	Brixmor/IA Clearwater Mall, LLC	c/o Brixmor Property Group, 200 Ridge Pike	Conshohocken	PA	19428	
29651034	Brooksville Cortez, LLC	400 Perrine Road, Suite 405	Old Bridge (CDP)	NJ	08857	
29776828	Brother's Trading, LLC	PO Box 2234	San Gabriel	CA	91778	
29776831	Brownie Brittle, LLC	2253 Vista Parkway, #8	West Palm Beach	FL	33411	
29651035	Brust Development Company, LLC	4012 Colby Avenue, Suite 103	Everett	WA	98201	
29790652	BSP PHARMA INC	PO Box 890	Marmora	NJ	02062-	
29623071	BTMI, Ltd.	1045 Fifth Avenue	New York City	NY	10028	
29784051	Buff Bake, LLC	221 20th Street	Huntington Beach	CA	92648	
29623072	Buffalo-Pittsford Square Assoc. LLC	570 Delaware Avenue	Buffalo	NY	14202	
29784054	Build Retail Inc.	103 Gannaway Street	Jamestown	NC	27282	
29784055	Building Better Solutions	9101 Schindler Dr	PEARL RIVER	NY	10965	
29784056	Bulletproof 360, Inc.	1012 15th Ave. Suite 400	Seattle	WA	98122	
29784057	Bulletproof 360Digital, Inc.	716 Theodore Court	Romeoville	IL	60446	
29670864	Bum Energy LLC	760 NW Enterprise Dr	Port St. Lucie	FL	34985	
		c/o Realty Advisors International, 904 Silver Spur Road, No. 266	Palos Verdes Peninsula	CA	90274	
29623073	Bund Scenery USA, LLC					
29623074	Burlington U Mall Owner LLC	c/o Eastern Real Estate, One Marina Park Drive, Suite 1500	Boston	MA	02210	
29776841	Buxton Company, LLC	2651 South Polaris Drive	Fort Worth	TX	76137	
29776842	Buy.com Inc.	85 Enterprise, Suite 100	Aliso Viejo	CA	92656	
	BVA Alamo SPE LLC, Alamo SPE Poplin LLC, Alamo SPE JT LLC, Alamo SPE Schulmann LLC, Alamo SPE RFM LLC, and	c/o Big V Properties LLC, 176 North Main Street, Suite #210				
29623075	Alamo SPE Muir LLC		Florida	NY	10921	
29623076	BVA Rim GP LLC	c/o Big V Properties LLC, 162 North Main St, Suite 5	Florida	NY	10921	

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29623077	BVIF WESTSIDE 6275 LLC, CMS PROPERTY SOLUTIONS, LLC,R&S BUILDING VENTURES, LLC, 602 W 9TH ST, LLC	BRADFORD KLEEMAN PROPERTIES, LLC, APUAT MANAGEMENT, LLC, ACTAGON CORPORATION, PEILING JIANG, and RICHARD MCINTOSH, c/o Big V Properties LLC, 176 North Main St, Suite 210	Florida	NY	10921	
29630190	C.H. Robinson Worldwide, Inc.	14701 Charlson Road	Eden Prairie	MN	55480-9121	
29784059	C2 Technical Resources, LLC	408 MILL STREAM WAY	Woodstock	GA	21163	
29784060	C20 Pure Coconut Water, LLC	400 Oceangate #750	Long Beach	CA	90802	
29623078	California Car Hikers Service	c/o Terry A. Ickowicz Esq., 14320 Ventura Boulevard	Sherman Oaks	CA	91403	
29784063	California Fragrance Co. DBA AROMAFLORIA	171 East 2ND Street	Huntington Station	NY	11746	
29784064	California Inside Out, Inc. DBA Out of Africa	12 Washington Blvd 2nd Floor	Marina Del Ray	CA	90292	
29784065	California Natural Products	1250 E. Lathrop Road	Lathrop	CA	95330	
29784066	California Natural Vitamin Labs Inc	9044 Independence Ave	Canoga Park	CA	91304	
29623079	Camden Village LLC	2099 Mt. Diablo Boulevard, Suite 206	Walnut Creek	CA	94596	
29790655	CamelBak Products LLC	2000 South McDowell Street, Suite 200	Petaluma	CA	94954	
29776848	Camp Gladiator, Inc.	9185 Research Blvd.	Austin	TX	78758	
29776849	Canada Post	2101 91ST STREET	NORTH BERGEN	NJ	07047-	
29776850	Candidate Source	RENT THE HELP, INC, 6402 MALLORY DRIVE	Richmond	VA	23226	
29776851	CannaVest Corp	591 Camino de la Reina, Ste 1200	San Diego	CA	92108	
29776852	Cannon Group	960C Harvest Drive, Suite 100	Blue Bell	PA	19422	
29790659	Canopy Growth USA, LLC	35715 US HWY 40, Suite D-102	Evergreen	CO	80439	
29776854	Can't Live Without It, LLC (d/b/a S'well Bottle)	28 W 23rd St. 5th Floor	NEW YORK	NY	10010	
29776856	Canus USA	26 Leonard Ave	Leonardo	NJ	07737-	
29648912	Canyon Springs Marketplace North Corporation	c/o TDA Investment Group, 2025 Pioneer Court	San Mateo	CA	94403	
29776858	Capella University	225 South 6th Street, 9th Floor	Minneapolis	MN	55455	
29784070	Capital Brands LLC	11601 Wilshire Boulevard, 23rd Floor	Los Angeles	CA	90025	
29648913	Caplowe-Voloshin Realty, LLC	C/O: Commercial Development, 200 Boston Post Rd., Suite 13	Orange	CT	06477	
29784075	Capstone Integrated Solutions, LLC	254 Route 17K, Suite 106	Newburgh	NY	12550	
29783699	Capsugel Belgium NV	Rijksweg 11	Bornem		B-2880	Belgium
29604454	Capsule Connection, LLC	309 Bloom Pl.	Prescott	AZ	86301	
29627803	Carbon & Clay Company	1937 N Interstate 35 #100	New Braunfels	TX	78130	
29784078	Cardiac Science Corporation	N7 W22025 Johnson Drive	Waukesha	WI	53186	
29630195	Cardinal Path LLC	515 N. State St., 22nd Floor	Chicago	IL	60654	
29784081	Cardiovascular Research, Ltd.	1061B Shary Circle	Concord	CA	94520	
29790661	Career Developers Inc.	500 N Franklin Turnpike, S. 208	Ramsey	NJ	07446-	
29776860	Careerminds Group Inc.	1601 Concord Pike, Suite 82	Wilmington	DE	19803	
29790662	Caribbean Sol, Inc.	4495 SW 35th St, Unit H, Unit H	Orlando	FL	32811	
29648914	Carp Outparcel, LLC c/o FMK Management, LLC	14039 Sherman Way, Suite 206	Van Nuys	CA	91405	
29776863	Carrie Murphy	ADDRESS ON FILE				
29776868	Cave Shake, LLC	1386 1/2 Edgecliffe Drive	Los Angeles	CA	90041	
29776869	Caveman Foods LLC	2950 Buskirk Ave # 170	Walnut Creek	CA	94597	

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29784083	CBDFit, LLC	701 Park of Commerce Blvd, Ste 101	BOCA RATON	FL	33487	
29790665	CBRE	PO BOX 406588, LOCATION CODE 2991	Atlanta	GA	30384-6588	
29495301	CBRE, Inc.	PO BOX 406588, LOCATION CODE 2991	Atlanta	GA	30326	
29784087	CC Vending, Inc.	90 Macquesten Parkway South	Mount Vernon	NY	10550	
29648917	CC&B Associates LLC	1620 Scott Ave.	Charlotte	NC	28203	
29648920	CD, II Properties, LLC	P.O. Box 99	Demorest	GA	30535	
29648921	CDA Enterprises, LLC	10 North Post, Suite 301	Spokane	WA	99201	
29784094	CDW Direct, LLC	200 N. Milwaukee Ave.	Vernon Hills	IL	60061	
29648922	Cedar Equities, LLC	1 Sleiman Parkway, Suite 220	Jacksonville	FL	32216	
29902043	Celsius, Inc.	2424 North Federal Hwy , 208	Boca Raton	FL	33431	
29776874	Cenegenics Global Health, LLC	6231 McLeod Dr. Suite G	Las Vegas	NV	89120	
29790670	Centerstone Executive Search, Inc.	4250 Fairfax Drive, Suite 600	Arlington	VA	22203	
29648923	Central Park Avenue Associates, LLC	32 Quentin Road	Scarsdale	NY	10583	
		c/o Rappaport Management Company, 8405				
29623080	Central Park Retail, LLC	Greensboro Drive, 8th Floor	McLean	VA	22102	
29784095	Centralis Partners, Inc.	2822 CENTRAL STREET, SUITE 100	Evanston	IL	60201	
29623081	Centro Deptford LLC	222 West Hills Road	New Canaan	CT	06840	
29604326	Century Systems	120 Selig Drive	Atlanta	GA	30336	
29784098	CerBurg Products Ltd	2040 South Ridgewood Avenue	S Daytona	FL	32119	
29784099	Certegy Payment Recovery Services, Inc.	550 Greensboro Avenue	Tuscaloosa	AL	35401	
29784100	C'est Si Bon Company	1308 Sartori Ave. #205	Torrance	CA	90501	
29623082	CFH REALTY III/SUNSET VALLEY, L.P.	500 North Broadway, Suite 201	Jericho	NY	11753	
29623083	CFJ INVESTMENTS LLC	ATTN VALERIE J FUETTE, 1423 AARHUS DRIVE	Solvang	CA	93463	
29623084	CFT NorthPointe LLC	c/o: Tiana C. Jenkins, 1767 Germano Way	Pleasanton	CA	94566	
		c/o 4Acre Property Services LLC, Attention: Gina				
29623085	CH Realty VII/R Orlando Altamonte, L.L.C.	KarnesOrlando, 1818 E Robinson St.	Orlando	FL	32803	
		c/o Walnut Capital Management Inc, 5500 Walnut				
29623086	CH Retail Fund I/Pittsburgh Penn Place, LLC	Street, Suite 300	Pittsburgh	PA	15232	
29623087	CH Retail Fund I/Vestal Shops, LLC	3819 Maple Ave.	Dallas	TX	75219	
		Mid-America Asset Management Inc., One Parkview				
29623088	CH Retail Fund II/Chicago Oakbrook Terrace, LLC	Plaza, 9th Floor	Villa Park	IL	60181	
		c/o Carlino Commercial Development, 100 Front Street,				
29623089	Chadds Ford Investors LP/c/o Carlino Development,	Suite 560	Conshohocken	PA	19428	
29776885	Challa Enterprises LLC	2200 SW 6th Avenue	Topeka	KS	66606	
29648925	Chamisa Development Corp., LTD	c/o CREM, 5951 Jefferson St. NE, Suite A	Albuquerque	NM	87109	
29776887	Champion Nutrition	1301 Sawgrass Corporate Parkway	Sunrise	FL	33323	
29648926	Charles Bailey & Debra Bailey Trustees	ADDRESS ON FILE				
29648927	Charles Kahn Jr. & Todd Vannett	ADDRESS ON FILE				
		Trustees of the Frandson Family Trust & Ralph Horowitz,				
29648928	Charles L. & Patricia M.Frandson as	11661 San Vicente Blvd., Suite 301	Los Angeles	CA	90049	

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29648929	Charles M. LaKamp and Marianne E. LaKamp Trustees of The LaKamp Family Trust	ADDRESS ON FILE				
29648930	Charm Real Estate, LLC	c/o Josh Levinson, 117 Church Lane, Ste C	Cockeysville	MD	21030	
29784112	Chase Merchant Services	8875 Washington Blvd	ROSEVILLE	CA	95678	
29784114	CHEPS CUT REAL JERKY LLC	PO BOX 110871	NADIES	FL	34108	
29784115	CHEPS CUT REAL JERky LLIC	PO BOX 110871	NAPLES	FL	34108	
29648931	Cherry Hill Retail Partners LLC	1260 Stelton Road	Piscataway	NJ	08854	
29784117	Chesapeake System Solutions, Inc.	10220 S. Dolfield Road, Suite 209	Owings Mills	MD	21117	
29784118	Chia USA LLC (dba The Chia Co)	270 Lafayette Street, Suite 612	New York	NY	10012	
29776893	Chicago Bar Company LLC	225 W. Ohio St. Suite 500	Chicago	IL	60654	
29776894	ChildLife Essentials	5335 McConnell Avenue	Los Angeles	CA	90066	
29604546	ChocZero Inc.	1376 E Valencia Dr.	Fullerton	CA	92831	
29648932	ChrisLinc Properties, LLC	2320 N Atlantic, Suite 100	Spokane	WA	99205	
29776899	Church & Dwight Co., Inc.	500 Charles Ewing Boulevard	Ewing	NJ	08628-	
29776900	Cid Botanicals LLC	14 NE First Avenue, Suite W224	Miami	FL	33132	
29790679	Cigniti Technologies Inc.	433 East Las Colinas Blvd., Ste. 1300	Irving	TX	75039	
29784119	Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety	PO BOX 631025	Cincinnati	OH	45263	
29792907	Cintas Fire Protection	2929 W. Clarendon Ave.	Phoenix	AZ	85017	
29624149	Cision US Inc.	PO Box 419484	Boston	MA	02241-	
29648933	City Centre of Avon Retail, LLC	3951 Convenience Circle N.W., Suite 301	Canton	OH	44718	
29623090	CL Creekside Plaza South CA LP	3300 Enterprise Parkway	Beachwood	OH	44122	
29623091	Clark Commons LLC	c/o Patron Property Management Company, 700A Lake Street	Ramsey	NJ	07446	
29784127	Clarkston-Potomac Group, Inc.	2655 Meridian Parkway	Durham	NC	27713	
29604650	Clean Simple Eats	13222 S. Tree Sparrow Drive, R-330	Riverton	UT	84096	
29784128	CleanWell LLC	755 Sansome St. Ste 300	San Francisco	CA	94111	
29897993	Clear Evaluations, LLC	719 Sawdust Road, Suite 101	The Woodlands	TX	77380	
29628695	Clermont AMA Group, LLC	C/O Universal Properties Management, 7171 SW 62ND AVENUE #503	Miami	FL	33143	
29776905	ClickCO, Inc.	639 W. Enterprise Rue	Clovis	CA	93619	
29776906	Clif Bar & Company	1451 66 St	Emeryville	CA	94608	
29776907	Clinical Study Applications, Inc.	3305 N. Delaware Street	Chandler	AZ	85225	
29790682	Clipper Magazine LLC	ONE BRAND MARKETING, 3708 HEMPLAND ROAD	Mountville	PA	17554	
29623093	Clovis-Herndon Center II, LLC	c/o Paynter Realty & Investments Inc., 195 South C Street, Suite 200	Tustin	CA	92780	
29623094	CLPF - KSA Grocery Portfolio Woodbury, LLC	c/o Clarion Partners, 230 Park Avenue	New York City	NY	10169	
29776913	CLVM, LLC (d.b.a. Valimenta Labs)	6598 Buttercup Drive unit 4	Wellington	CO	80549	
29784131	Co. Exist Nutrition Corp	4552 SW 71 Avenue	Miami	FL	33155	
29790683	Coalfire Systems, Inc.	361 Centennial Parkway, Suite 150	Louisville	CO	80027	
29784134	Coastline Products LLC	2222 Ave of Stars #702E	Los Angeles	CA	90067	

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29623095	Cobal Garage Inc.	225 Gordons Corner Road, Suite 1B c/o Divaris Property Mgmt Corp. Agent, 4525 Main Street, Suite 900	Englishtown	NJ	07726	
29784136	Cobalt Properties of Nashville, TN, LLC	225 West Washington Street	Virginia Beach	VA	23462	
29623096	Coconut Point Town Center LLC	c/o Fidelis Realty Partners DFW LLC, 8140 Walnut Lane, Suite 400	Indianapolis	IN	46204	
29623097	Collin Creek Associates, LLC	3718 N 36th St.	Dallas	TX	75231	
29623098	Colonel Sun LLC	1605 W. Fairbanks Ave	Tacoma	WA	98407	
29623099	Colonial and Herndon LLC	2820 Ackley Avenue	Winter Park	FL	32789	
29784142	ColonialWebb	ColonialWebb Contractors Company, a division of 2820 Ackley Avenue	Richmond	VA	23228	
30345326	Comfort Systems USA	12568 N. Kendall Drive	Richmond	VA	23228	
29623100	COLUMBIA- BBB WESTCHESTER	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Miami	FL	33186	
29648934	Columbia Crossing I LLC	4200 Regent Street, Suite 200	Jericho	NY	11753	
29776918	Columbus Consulting International, LLC	Columbus Management Systems, Inc. d/b/a CDL Last	Columbus	OH	43219	
29776919	Mile Solutions	132 West 24th Street	New York	NY	10011	
29776922	Comcast Cable Communications Management, LLC	PO Box 8587	Philadelphia	PA	19101	
29776923	Command Global, LLC	8840 W. Russell Rd. #245	Las Vegas	NV	89148	
29648935	Commerce Limited Partnership #9005	1280 West Newport Center Drive	Deerfield Beach	FL	33442	
29648936	Commerce Limited Partnership #9602	1280 West Newport Center Drive	Deerfield Beach	FL	33442	
29784143	Commerce Technologies, Inc.	70 N UNION ST	DELAWARE	OH	43015	
29784144	Commerce Technologies, LLC	1280 W. NEWPORT CENTER DR.	DEERFIELD BEACH	FL	33442	
29784145	Commission Junction	MMS USA HOLDINGS f/b/o Commission Junct., PO BOX 735538	Dallas	TX	75373-5538	
29784146	Commission Junction, Inc.	530 East Montecito Street	Santa Barbara	CA	93103	
29784149	Compass Group USA, Inc.	5000 Hopyard Road, Suite 322	Pleasanton	CA	94588	
29784150	Compound Solutions, Inc.	1930 Palomar Point Way, Suite 105	Carlsbad	CA	92008	
29628726	ComPsych Corporation	455 N. CITYFRONT PLAZA DR. , NBC TOWER-13TH FLOOR	CHICAGO	IL	60611	
29627833	Comvita USA Inc.	506 Chapala Street	Santa Barbara	CA	93101	
29776926	Connolly, a division of Cotiviti, LLC	50 Danbury Road	Wilton	CT	06897-	
29776565	Conscious Food LTD	Unit 3B, Clapham North Art Centre, 26-32 Voltaire Road	London		SW4 6DH	United Kingdom
29776927	Consumer Insights Inc. d/b/a Emcity	5455 Corporate Drive, Suite 120	Troy	MI	48098	
29776927	Consumer Insights Inc. d/b/a Emicity	5455 Corporate Drive, Suite 120	Troy	MI	48098	
29776928	ConsumerLab.com, LLC	333 Mamaroneck Avenue	White Plains	NY	10605	
29776930	Continental Vitamin Company, Inc.	4510 S. Boyle Ave.	Vernon	CA	90058	
29776931	Contract Flooring, LLC	600 Wharton Drive, SW	Atlanta	GA	30336	
29604353	Controlled Labs	180 South Broadway Suite 206	White Plains	NY	10605	
29776933	Convertro, Inc.	4712 Admiralty Way, #795	Marina del Rey	CA	90292	

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Affected Contract Counterparties Service List
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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29783709	CoolWhey Inc.	5416 Vanden Abeele	Montreal	QC	H4SIP9	Canada
29776936	Copeland Cargo Solutions	PO Box 102071	Pasadena	CA	91189-2071	
29785799	COPPERTREE STAFFING LLC	60 Turnstone Court	Stafford	VA	22556	
		c/o Kimco Realty Corporation, 500 North Broadway, Suite 201				
29648938	Copperwood Village L.P.		Jericho	NY	11753	
29785801	Coral LLC	38 Diamondback wy	Carson City	NV	89706	
29785802	Corben and Clay Company	1937 N Interstate 35 #100	New Braunfels	TX	78130	
29785804	CORE Nutrition, LLC	1222 E Grand Ave Suite 102	El Segundo	CA	90245	
29648940	Coremark St. Cloud, LLC	392 Main Street	Wyckoff	NJ	07481	
29785807	Cornerstone Research & Development, Inc.	900 South Depot Dr.	Ogden	UT	84404	
	Cornerstone Research & Development, Inc., dba					
29785808	Capstone Nutrition	900 South Depot Dr.	Ogden	UT	84404	
29604336	Coromega	2525 Commerce Way , B	VISTA	CA	92081	
29648941	Coronado Center LLC	110 N. Wacker Dr.	Chicago	IL	60606	
	Corporacion SDCR Costa Rica Sociedad De Responsabilidad Limitada	San Jose-Goicichea calle Blancos, del edificio del Segundo circuito judicial de San Jose, cien metros oeste, cien metros norte, cien metros este, Edificio Gessa	San Jose		10803	Costa Rica
29790690						
29628743	Corporate Health Education Solutions LLC	27941 Avenida Armijo	Laguna Niguel	CA	92677	
29790691	CorrJensen	1525 RALEIGH ST. , 500, Donny DiFazio	DENVER	CO	80204	
29776941	Corr-Jensen, Inc.	221 S. Cherokee Street	Denver	CO	80223	
29648942	Cortlandt Manor Equities LLC	244 West 39th St., 4th Floor	New York City	NY	10018	
29900451	CorVel Enterprise Comp, Inc.	CorVel Corporation, Attn: Cathy Clansen, 1920 Main Street, Suite 900	Irvine	CA	92614	
29648943	Cosmonaut Holdings, LLC	365 W. Taft-Vineland Rd, Suite 105	Orlando	FL	32824	
29776946	Cosmorganic Inc	60 Broad Street Ste 3502	New York	NY	10004	
29790694	Cotapaxi Custom Design and Manufacturing LLC	466 Kinderkamack Rd. , B ,	Oradell	NJ	07649-	
29784156	Country Life, LLC.	180 Vanderbilt Motor Pkwy	Hauppauge	NY	11788	
29604410	Covalent Medical, LLC	7501 Greenway Center Drive, #300	Greenbelt	MD	20770	
29648944	CP Pembrok Pines, LLC	c/o Select Strategies Brokerage - FL Division LLC, 708 East Colonial Drive, Suite 203	Orlando	FL	32803	
29623101	CPK Union LLC	1089 Little Britain Road	New Windsor	NY	12553	
29784164	CPS/Comtech, Inc.	22 Trails End Court	Westfield	NJ	07090-	
29623102	CPT Settlers Market, LLC	c/o Madison Marquette Real Estate Services LLC, 1615 South Congress Avenue, Suite 103	Delray Beach	FL	33445	
29623103	CPYR SHOPPING CENTER, LLC	c/o JBG SMITH Properties, 4747 Bethesda Avenue, Suite 200	Bethesda	MD	20814	
29623104	CR Oakland Plaza LLC	c/o Continental Realty Corporation, 1427 Clarkview Road, Suite 500	Baltimore	MD	21209	
29776951	Crave Crush LLC	535 Madison Avenue, Fl 30	New York	NY	10016	

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29776952	Creative Bioscience, LLC	5239 Green Pine Drive	Salt Lake City	UT	84123	
29790695	Creative Circle	470 Park Avenue South, 14th Floor	New York	NY	10016	
29790696	Creative Circle, LLC	5900 Wilshire Boulevard, 11th Floor	Los Angeles	CA	90036	
29776955	CredibleCravings, LLC	PO Box 18706	Irvine	CA	92623	
29623105	Crescent 1000 LLC and Capital 12520 LLC	Attn: Lee & Associates Raleigh Durham, P.O. Box 33006	Raleigh	NC	27636	
29784167	Crio, Inc.	1386 W. 70 S.	Lindon	UT	84042	
29624171	Criteo Corp.	411 High Street	Palo Alto	CA	94301	
29783748	CRITEO SA	32 rue blanche	Paris		75009	France
29784170	Crossroads Retail Solutions Inc.	22 Ashford Street	Boston	MA	02134-	
		c/o Crown Acquisitions, 667 Madison Avenue, 12th Floor				
29623106	Crown 181 Broadway Holdings, LLC	New York City	NY	10065		
29623108	CS Paramount Hooper LLC	c/o Paramount Newco Realty, 1195 Rt 70, Suite 2000	Lakewood (CDP)	NJ	08701	
29623109	CSIM Snellville Operator LLC	c/o CenterSquare Investment Management LLC, 161 Washington Street, 7th Floor	Conshohocken	PA	19428	
29623110	CTO23 Rockwall LLC	c/o CTO Realty Growth iNC., 1140 Williamson Blvd., Suite 140	Daytona Beach	FL	32114	
29623111	CTO24 Millenia LLC	c/o CTO Realty Growth Inc., 1140 Williamson Blvd., Suite 140	Daytona Beach	FL	32114	
29627883	CTRL Holdings, LLC	42 Madison Avenue, 31st Floor	New York	NY	10010	
29776959	Cueniverse, LLC	50-17 48th St.	Woodside	NY	11377	
29630209	Curtis Power Solutions LLC	3915 BENSON AVE	Baltimore	MD	21227	
29776961	Curv Group, LLC dba KeySmart	860 Bonnie Ln	Elk Grove Village	IL	60007	
29776962	Custom Eco Friendly	260 Madison Avenue Suite 8081	New York	NY	10016	
	Custom Leather Canada Limited & Grizzly Fitness					
29776519	Accessories	460 Bingemans Centre Drive	Kitchener	ON	N2B 3X9	Canada
29648945	Cypress Woods Associates LLC	8441 Cooper Creek Blvd	Bradenton	FL	34207	
29776964	CytoSport, Inc.	4795 Industrial Way	Benicia	CA	94510	
29776966	Daiwa Health Development	1411 West 190th Street, Suite 375	Gardena	CA	90248	
29648946	Dakota Crossing One, LLC and Dakota Crossing Two, LLC	888 S. Figueroa Street, Suite 1900	Los Angeles	CA	90017	
29776520	DAMIVA INC.	55 Avenue Road, Suite #2400	Toronto	ON	M5R 3L2	Canada
29627825	DAS LABS LLC	313 South 740 East #3	American Fork	UT	84003	
29648947	Davenport One, LLC and Davenport Two, LLC	4685 MacArthur Court, Suite 375	Newport Beach	CA	92660	
29784182	David Kirsch Wellness Co.	210 Fifth Avenue, 7th Floor	New York	NY	10010	
29784185	Davinci Laboratories of Vermont	20 New England Drive	Essex Jct	VT	05452-	
29776560	Dawai Private Limited	Suite 1216, Caesars Tower, Main Shahra-e-Faisal	Karachi		74400	Pakistan
29784187	DBG Partners, Inc.	2300 Valley View Lane, Suite 110	Irving	TX	75062	
29784191	De Mert Brands Inc.	15402 N. Nebraska Ave Suite 102	Lutz	FL	33549	
29648948	Delray Place, LLC	c/o Retail Property Group Inc., 101 Plaza Real South, Suite 200	Boca Raton	FL	33432	

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29648949	DEPG Stroud Associates II, L.P.	c/o Legend Management Services Inc., 1000 Fayette Street	Conshohocken	PA	19428	
29627639	Derma E	2130 Ward Ave	SIMI VALLEY	CA	93065	
29648950	Derob Associates LLC	10 Rye Ridge Plaza, Suite 200	Port Chester	NY	10573	
29776976	Desert Essence	10556 Combie Road PMB 6711	Auburn	CA	95602	
29776978	Designer Protein	PO BOX 21469	Carlsbad	CA	92018	
29776979	Destination Marketing	6808 220th St SW, Suite 300	Mountainlake Terrace	WA	98043	
29648951	Destiny Building LLC	1260 NW 72nd Avenue	Miami	FL	33126	
29790703	Detoxify LLC	8901 E. Pima Center Parkway , Suite 215	Scottsdale	AZ	85258	
29648952	Diamond Center Realty LLC	27 Holly Brook Road	Paramus	NJ	07652	
29784198	Diamond Herpanacine of PA, Inc.	1518 Grove Avenue, Suite #2B	Jenkintown	PA	19046	
29784199	Diane Stollenwerk	Address On File				
29648953	Dicks Adventure LLC	33 Church Street	Montclair	NJ	07042	
29648954	Dierbergs 5LP	16690 Swingley Ridge Road, PO Box 1070	Chesterfield	MO	63017	
29784203	Digital Prophets Network LLC	56 Squaw Road	East Hampton	NY	11937	
29619808	Dina Trama	ADDRESS ON FILE				
29790705	Direct Digital LLC	508 West 5th Street, Suite 140	Charlotte	NC	28202	
29605412	Direct Source, Inc.	8176 Mallory Court	Chanhassen	MN	55317	
29776982	DirectPath LLC	120 18th Street South	Birmingham	AL	35233	
29776985	Discover Products Inc.	2500 Lake Cook Road	Riverwoods	IL	60015	
29776986	Discovery Benefits, Inc.	4321 20th Avenue South	Fargo	ND	58103	
29776987	Distributed Meditation Technology LLC	1435 N Dutton Ave	Santa Rosa	CA	95401	
29604443	Divine Health	1908 Boothe Circle	Longwood	FL	32750	
29776990	Divine Health, Inc.	1908 Boothe Circle	Longwood	FL	32750	
29648955	Dixie Pointe Shopping Center, LLC	c/o Global Realty & Management FL Inc., 4125 NW 88 Avenue				
29784207	DLP Construction	5935 Shiloh Road East	Fort Lauderdale	FL	33351	
29784208	DLP Construction Inc.	5935 Shiloh Road East	Alpharetta	GA	30005	
29784210	DMFC Incorporated	276 Pine Avenue	Alpharetta	GA	30005	
29784211	DMS Natural Health, LLC (Just Thrive Probiotic)	810 Busse Highway	Manasquan	NJ	08736-	
29604303	Doctor's Best, Inc.	197 Avenida La Pata , Suite A	Park Ridge	IL	60068	
29677031	Doctor's Best, Inc.	197 Avenida La Pata , Suite A	San Clemente	CA	92673	
29784217	Donnelly Industries, Inc.	557 Route 23 South	San Clemente	CA	92673	
30162830	Doordash, G&C	557 Route 23 South	Wayne	NJ	07470-	
29623112	Douglasville Promenade LLC	303 2nd Street, South Tower, Suite 800	San Francisco	CA	94107	
29623113	Dov & P Holding Corp.	3350 Riverwood Parkway, Suite 450	Atlanta	GA	30339	
30202393	Dov & P Holding Corp.	49 Murray Hill Terrace, Lauvsnes	Nord-Trøndelag		7746	Norway
29623114	Downey Landing SPE, LLC	49 Murray Hill Terrace	Marlboro	NJ	07746-	
29628876	DP Retail Consultants	200 E. Carrillo Street, Suite 200	Santa Barbara	CA	93101	
29777000	Dr. Bronner's Magic Soaps	363 RUE SYLVIO MANTHA	VAUDREUIL	QC	J7V4R9	Canada
29790710	Dr. Jacobs Naturals LLC	P.O. Box 28	Escondido	CA	92033	
		1178 Broadway, 5th Floor	New York	NY	10001	

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29777002	Dr. Theo's® Official	5257 N Via Sempreverde	Tucson	AZ	85750	
29784218	Dr. Venessa's Formulas	2212 S Chickasaw Trl #170	Orlando	FL	32875	
29784219	Dracula	PO BOX 205	COTTONTOWN	TN	37048	
29766876	DREAMBRANDS, INC	11645 N CAVE CREEK RD	PHOENIX	AZ	85020	
29784221	Drink Chia, LLC	1003 Orienta Ave.	Altamonte Springs	FL	32701	
29784222	Drivepressa's Formulas	2212 S. Chickasaw Trl #170	Chando	FL	32025	
29623115	DRP Market Heights Property Owner, LLC	12221 Merit Dr., Suite 1220	Dallas	TX	75251	
29902158	DrVita, Inc.	6980 W. Warm Springs , 100, Josh Minnick	LAS VEGAS	NV	89113	
29604440	D's Naturals LLC	6125 East Kemper Road	Cincinnati	OH	45241	
29783757	DSM Nutritional Products AG	Wurmisweg 576	Kaiseraugst		4303	Switzerland
29784228	DSM Nutritional Products, LLC	55 Sebethe drive, Suite 102	Cromwell	CT	06416-	
29623116	DT Prado LLC	3300 Enterprise Parkway	Beachwood	OH	44122	
29777003	DUDE Products, Inc	3501 N Southport #476	Chicago	IL	60657	
29777004	Duke Cannon Supply Company	1000 Superior Blvd, Suite 301	Wayzata	MN	55391	
29623117	Duluth Retail 4 Guys, LLC	7940 Via Dellagio Way, Suite 200	Orlando	FL	32819	
29777006	dunnhumby Inc.	3825 Edwards Road, Suite 600	Cincinnati	OH	45209	
29777007	Duo Wen, Inc. (dba Sparkle Collagen)	245 Saw Mill River Road, Suite 106	Hawthorne	NY	10532-1547	
29790716	DuPont Nutrition Biosciences ApS	Parallelvej 16	Kongens Lyngby		DK-2800	Denmark
29777008	Dutch Honey, Inc.	2220 DUTCH GOLD DRIVE	LANCASTER	PA	17601	
29777009	Dyla LLC	222 Broadway 19th Floor	New York	NY	10038	
29777010	Dymatize Enterprises, Inc.	13737 N Stemmons Frwy	Farmers Branch	TX	75234	
29790717	Dynamic Health Laboratories, Inc.	110 Bridge Street, Floor 2	Brooklyn	NY	11201	
29777012	Dynata, LLC	4 Research Drive, Suite 300	Shelton	CT	06484-	
29790718	E & F Sales, LLC	5889 Whitmore Lake Road, Suite C	Brighton	MI	48116	
29790719	Eagle Labs, Inc.	5000 Park Street North	St. Petersburg	FL	33709	
29623118	Eagle Matrix LLLP	4446-1A Hendricks Ave., PMB#377	Jacksonville	FL	32207	
29627111	Earth Mama Angel Baby	9866 SE Empire Ct	Clackamas	OR	97015	
29784235	Earth Science Naturals	6383 Rose Lane, Suite B	Carpinteria	CA	93013	
29784236	Earthrise Nutritionals LLC	2151 Michelson Drive, Suite 258	Irvine	CA	92612	
29784237	Earth's Care Natural Products, Inc.	7015 Marcell Street	Paramount	CA	90723	
		c/o Benenson Capital Partners LLC, 155 East 44th Street, 27th Floor				
29623119	East Broadway Tucson Co. LLC		New York City	NY	10017	
29623120	East End Associates LLC	277 Park Ave.	New York City	NY	10017	
29623121	East Hampton NY Enterprises LLC	P.O. Box 620712	New York City	NY	11362	
29648956	Easton Market SC, LLC	814 Commerce Drive, Suite 300	Oak Brook	IL	60523	
29648957	EastWing, LLC	733 Struck Street, Unit#44624	Madison (town)	WI	53744	
29716088	Easyvista	3 Columbus Circle, 15th Floor, Suite 1532	New York	NY	10019	
29628892	EasyVista Inc.	3 Columbus Circle, 15th Floor, Suite 1532	New York	NY	10019	
29777014	Eat Me Guilt Free 2 Corp	4600 SW 71st Ave	Miami	FL	33155	
29648958	Eatontown Plaza LLC	523 Michigan Ave.	Miami Beach	FL	33139	
29777016	EB Brands	4 Executive Plaza	Yonkers	NY	10701	

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29790723	Echo Global Logistics	600 W. Chicago Ave., Suite 725	Chicago	IL	60654	
29777019	Eclectic Institute Inc	36350 SE Industrial Way	Sandy	OR	97055	
29648959	Eclipse Real Estate LLC	601 Union Street, Suite 2300	Seattle	WA	98101	
29777021	Eco Lips	329 10th Ave SE	Cedar Rapids	IA	52401	
29777022	Eco Vessel	5485 Conestoga Court Suite 100	Boulder	CO	80301	
29776521	Ecotrend Ecologics Ltd.	125 West 3rd Avenue	Vancouver	BC	V5Y 1E6	Canada
29777024	Ecova, Inc.	1313 14 Atlantic, Nt 4500	Spokane	WA	99201	
29777025	Edge Realty Partners Austin LLC	515 Congress Avenue, Suite 2325 c/o North American Development Group, 360 South Rosemary Avenue, Suite 400	Austin	TX	78701	
29648960	Edgewood Retail, LLC	8441 Cooper Creek Blvd.	West Palm Beach	FL	33401	
29648961	EGATE-95, LLC	630 W. Freedom Ave	Bradenton	FL	34201	
29784248	Egg Whites International, LLC	21 Connell Road West, Bell Block	Orange	CA	92865	
29776558	Egmont Honey Limited	3101 Clifton Ave.	New Plymouth		4312	New Zealand
29784250	Egyptian Magic Distribution LLC	860 Johnson Ferry Road, Suite 140156	Cincinnati	OH	45220	
29784251	Eight IP LLC	32 Court Street	Atlanta	GA	30342	
29648962	Eighteen Associates LLC	c/o The Shopping Center Group LLC, 300 Galleria Pkwy, 12th Floor	Brooklyn	NY	11201	
29648963	EJT II, LLC	1120 East 80th Street, Suite # 211	Atlanta	GA	30339	
29777026	Elder-Jones General Contractor	Black Oak Associates, 1 West Pennsylvania Ave., Ste. 975	Bloomington	MN	55420	
29648964	Eldersburg Sustainable Redevelopment LLC	PO Box 203	Towson	MD	21204	
29777028	Elemental Herbs Inc.	4444 South Blvd	Morro Bay	CA	93443	
29777029	Elements Brands, LLC DBA Natural Dog Company	2 Hartford Drive Suite 106	Charlotte	NC	28209	
29628909	Elite Entertainment	21 West 34th Street	Tinton Falls	NJ	07701-	
29777031	Ellen Hartleb	Radarweg 29	Erie	PA	16508	
29790729	Elsevier B.V.	2500 Broadway, Suite F-125	Amsterdam		1043 NX	The Netherlands
29604484	Elyptol Inc.	1431 Greenway Drive, Suite 800	Santa Monica	CA	90404	
29777035	Emerge Technologies, Inc.	Lock Box # 510782, 701 Market Street 199 3490	Irving	TX	75038	
29651322	Emerson Healthcare	Lock Box # 510782, 701 Market Street 199 3490	Philadelphia	PA	19175-0782	
29792698	Emerson Healthcare, LLC	5455 Corporate Drive, Suite 120	Philadelphia	PA	19175-0782	
29784257	Emicity d/b/a Consumer Insights Inc.	2107 East Magnolia Street	Troy	MI	48098	
29784258	Empire Today	2924 Davie Road, Suite 202	Phoenix	AZ	85034	
29648965	Emporium Shoppes L.L.C.	5846 W. 73rd St	Fort Lauderdale	FL	33314	
29784262	Endangered Species Chocolate LLC	1313 N Atlantic Street Suite 5000	Indianapolis	IN	46278	
29784263	ENGIE Insight Services Inc dba ENGIE Impact	3839 Old Winter Garden Rd. Ste 1518	Spokane	WA	99201	
29784264	Engineered Sports Technology (EST)	PO BOX 771162	Orlando	FL	32805	
29784265	EN-R-G FOODS, LLC	18061 FITCH	Steamboat	CO	80477	
29628920	Entrepreneur Media, Inc.	33-35 Sebago Street	Irvine	CA	92614	
29777037	Enviro Mechanical Technologies	83 Chamberlain Ave.	Clifton	NJ	07013-	
29777037	Enviro Mechanical Technologies	33-35 Sebago Street	Elmwood Park	NJ	07407-	
29777039	Enviro Mechanical Technologies USA LLC		Clifton	NJ	07013-	

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29776522	Enyotics Health Sciences Inc.	6-295 Queen Street East Suite 289	Brampton	ON	L6W 456	Canada
29777040	Enzymedica Inc.	771 Commerce Dr	Venice	FL	34292	
29777041	Epic Dental LLC	4735 South Cherry Street	Murray	UT	84123	
29776523	Epicor Retail Solutions Corporation	2800 Trans-Canada Highway	Pointe-Claire	QC	H9R 1B1	Canada
29648966	Epps Bridge Centre Property Company, LLC	6445 Powers Ferry Road, Suite 120	Atlanta	GA	30339	
29777047	Erbaviva	19831 Nordhoff Place #116	Chatsworth	CA	91311	
29623122	ERG Realty LLC	6 State Street	Canaman	ME	04402	
29627397	Ernst & Young LLP	99 Wood Avenue South, Metropark, P.O. Box 751	Iselin	NJ	08830-0471	
29784271	Erom Inc.	14630 Industry Gr	La Mirada	CA	90638	
29784272	Escali, Corp.	3203 Corporate Center Drive, Suite 150	Burnsville	MN	55306	
29784273	ESPN	500 South Buena Vista Street	Burbank	CA	91521	
29790735	Essentia Water LLC	27833 Bothell-Everett Hwy, Suite 220	Bothell	WA	98021	
29792701	Essential Formulas Incorporated	1861 Valley View Lane Ste 180	Farmers Branch	TX	75234	
29784276	Essential Living Foods Inc.	3550 Hayden Avenue	Culver City	CA	90232	
29784277	Essential Source, Inc.	625 W. Deer Valley Rd. , 103-152	Phoenix	AZ	85027	
29784278	ETB North America, LLC	200 S. College Street Suite 1530	Charlotte	NC	28202	
29784279	Eternal Beverages Inc	2950 Buskirk Ave # 312	Walnut Creek	CA	94597	
29776524	Ethoca Limited	100 SHEPPARD AVE EAST, SUITE 605	NORTH YORK	ON	M2N6N5	Canada
29784280	Etkin Executive Search Group	273 MERRICK ROAD	Lynbrook	NY	11563	
29784281	EUROCHOC AMERICAS CORPORATION	4325 INDECO COURT	CINCINNATI	OH	45241	
29777048	Europa Sports Products LLC	11401 Granite Street	Charlotte	NC	28273	
29777049	Europa Sports Products, Inc.	11401-H Granite Street	Charlotte	NC	28273	
29777050	EuroPharma Inc.	955 Challenger Drive	Green Bay	WI	54311	
29623124	Eustis Covenant Group LLC	2460 Paseo Verde Parkway, Suite 145	Henderson	NV	89074	
29777052	Evalar, Inc.	7900 Glades Road Suite 425	Boca Raton	FL	33434	
29623125	EVJA & Associates (Columbia) LLC	1620 Scott Avenue	Charlotte	NC	28203	
29777054	Evolution Salt Co	11212 Metric Blvd, Ste 100	Austin	TX	78758	
29777055	Evolved Group, LLC, d/b/a Buy Box Experts	10808 South River Front Parkway, Suite 3053 c/o Colliers International Management - Atlanta LLC,	South Jordan	UT	84095	
29623126	EW Mansell, LLC and East West Commons Investors, LLC	1230 Peachtree Street NE Atlanta, Suite 800	Atlanta	GA	30309	
29777058	Exclusive Supplements Inc.	3000 Casteel Dr	Coraopolis	PA	15108	
29784283	EXIGIS, LLC	589 8th Ave, Floor 8	New York	NY	10018	
29784284	Experian Marketing Solutions, LLC	53 State Street Ste 20	Boston	MA	02109-	
29784286	Expicient Inc.	26, Chestnut St, Suite 1 D	Andover	MD	01810-	
29784287	Express Messenger Systems, Inc dba OnTrac	2501 S. Price Rd.	Chandler	AZ	85286	
29784288	Express Services, Inc.	8345 W. Thunderbird Road, Suite B-107	Peoria	AZ	85381	
29784289	EyeScience Labs, LLC	493 Village Park Drive	Powell	OH	43065	
29623127	FAAR Properties LLC	100 Garvies Point Road, Unit 1037	Glen Cove	NY	11542	
29784291	FABIA, LLC	P.O. Box 2233	Valparaiso	IN	46384	
29784292	FABWA, LLC	P.O. Box 2233	Valparaiso	IN	46384	
29784293	Facebook	15161 COLLECTIONS CENTER DRIVE	Chicago	IL	60693	

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29777059	Factor Nutrition Labs LLC	100 Commercial St. Suite 200	Portland	ME	04101-	
29777060	Fahrenheit IT	10375 PARK MEADOWS DRIVE, SUITE 475	Littleton	CO	80124	
29623128	Fairway Equity Partners, LLC	c/o Fairway Union, 12818 Lott Ave.	Houston	TX	77089	
29777065	Fairy Tales Hair Care, Inc.	4 Just Road	Fairfield	NJ	07004-	
29623129	Falcon Landing LLC	5839 Via Verona View	Colorado Springs	CO	80919	
29902166	Fastenal Industrial & Construction Supplies	2001 Theurer Blvd., Attn: Legal	Winona	MN	55987	
29777068	Fastly, Inc.	P.O. Box 78266	San Francisco	CA	94107	
		C/O: Milan Capital Management Inc., 701 S. Parker Street, Suite 5200				
29623130	FC Rancho, LLC	Orange	CA	92868		
29623131	Feasterville Realty Associates, LP	c/o Abrams Realty & Development, 310 Yorktown Plaza	Elkins Park	PA	19027	
	Federal Express Corporation, FedEx Ground Package	CORPORATE ACCTS. RECEIVABLE , 333 EAST LEMON ST, PO BOX 95001	Lakeland	FL	33804-5001	
29784302	System, Inc., and FedEx Freight, Inc.					
29784298	Federal Heath Sign Company, LLC	1806 Rochester Industrial Dr.	Rochester Hills	MI	48309	
29648967	Federal Realty OP LP	909 Rose Avenue, Suite #200	Rockville	MD	20852	
	Federal Way Crossings Owner, LLC and Trimark FWC					
29648968	Owner, LLC	10655 NE 4th Street, Suite 700	Bellevue	WA	98004	
29649852	FedEx	CORPORATE ACCTS. RECEIVABLE , 333 EAST LEMON ST, PO BOX 95001	Lakeland	FL	33804-5001	
29648969	Felix Center On Kirby Ltd.	1800 St. James Place, Suite 300	Houston	TX	77056	
29784304	Ferrara & Company	301 College Road East	Princeton	NJ	08540-	
29784305	Ferro's Restaurant, LLC	145 East 50th Street	New York	NY	10022	
		c/o Kimco Realty Corporation, 500 North Broadway,				
29648970	Festival of Hyannis LLC	Suite 201	Jericho	NY	11753	
29648971	Festival Properties, Inc.	1215 Gessner Road	Houston	TX	77055	
29790748	Fetch for Cool Pets LLC	115 Kennedy Drive	Sayreville	NJ	08872-	
29648972	Fifth & Alton (Edens) LLC	1221 Main Street, Suite 1000	Columbia	SC	29201	
29648972	Fifth & Alton (Edens) LLC	500 East Broward Boulevard, Suite 1620	Fort Lauderdale	FL	33301	
	Fifty144 Oak View Partners, LLC and Crescent Partners, LLC	Oak View Hollow c/o The Lund Company, 450 Regency Parkway, Suite 200				
29648973			Omaha	NE	68114	
29777077	Fina Bueno, Inc. dba healthy hooahoo	70 SW Century Drive Suite 100-289	Bend	OR	97702	
29777078	Financial Recovery Services, LLC	80 Wesley Street	South Hackensack	NJ	07606-	
29777079	Financial Software Innovations, Inc.	3102 Bee Caves Road, Suite 200	Austin	TX	78746	
	First Amendment & Restatement of the Massimo Musa					
29648974	Revokable Trust 2021 Gunbarrel Road, Chattanooga TN	4800 No Federal Highway, Suite 201B	Boca Raton	FL	33431	
29792353	FIRST CC (WEST WENDOVER) LLC	801 East Morehead Street, Suite 301	Charlotte	NC	28202	
29784312	First Endurance	PO Box 71661	Salt Lake City	UT	84171	
29777082	Fit Butters LLC	11526 Brayburn Trail	Dayton	MN	55369	
29776525	Fit Foods Distribution Inc.	PO Box 43, STN MAIN	Port Coquitlam	BC	V3C 3V5	Canada
29792628	Fit Products, LLC	1606 Camerbur Drive	ORLANDO	FL	32805	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29777084	fitlosophy, inc.	260 Newport Center Drive, Suite 100	Newport Beach	CA	92660	
29777085	FITZee Foods Inc.	PO Box 515381, #75732	Los Angeles	CA	90051-6681	
29777087	Five Star Organics LLC	2925 Adeline Street	Oakland	CA	94608	
29790755	Flatworld Solutions Inc.	Princeton Forrestal Village, 116 Village Blvd, Suite, 200	Princeton	NJ	08540-	
29777089	FlexPower, Inc	823 Gilman St	Berkeley	CA	94710	
29777091	Flora, Inc.	805 E. Badger Rd.	Lynden	WA	98264	
29784318	Florida Bottling Inc.	1035 NW 21st Terrace	Miami	FL	33127	
		c/o One Global Property Management LLC, 900 North Federal Highway, Suite 300				
29648975	Florida Investments 8 LLC	c/o One Global Property Management LLC, 900 North Federal Highway, Suite 300	Hallandale Beach	FL	33009	
29648976	Florida Investments 9 LLC	44 WALL STREET, 12th FLOOR	Hallandale Beach	FL	33009	
29784321	FLUROWATER INC.	1001 B. Avenue, Suite 301	NEW YORK	NY	10005	
29648977	FLW 101, LLC	96 N 1800 W #11	Coronado	CA	92118	
29784323	Focus Nutrition LLC	c/o Foundry Commercial LLC, 420 S. Orange Ave., Suite 400	Lindon	UT	84042	
29623132	FOF II Alamance Property Owner, LLC	825 E 800 N	Orlando	FL	32801	
29784326	Food for Health International	20 New England Drive	Orem	UT	84097	
29784327	FoodScience Corp	380 & 390 Harvey Rd	Essex Junction	VT	05452-	
29784328	FoodState Inc.	c/o Capital Asset Management, 2701 E. Camelback Rd., Ste. 170	Manchester	NH	03103-	
29623133	Foothills Shopping Center, LLC	999 Waterside Drive, Suite 2300	Phoenix	AZ	85016	
29623134	Fordham Retail Associates, LLC	101 Production Drive, Suite 100-b	Norfolk	VA	23510	
29792580	FOREMAN PRO CLEANING, LLC	11370 Pagemill Rd	Yorktown	VA	23693	
29777095	Formulife, Inc DBA. Purus Labs, Inc.	333 Buttonwood Street	Dallas	TX	75243	
29605519	Fortna Inc.	333 Buttonwood Street	West Reading	PA	19611	
29650349	Fortra LLC	2310 S. Carson St #6	West Reading	PA	19611	
29777100	Forward Foods LLC	20814 Gartel Drive	Carson City	NV	89701	
29623135	Fountain Property LLC	2711 Centerville Road PMB #7988 , 120	Walnut	CA	91789	
29604439	Four Sigma Foods, Inc.	2805 W. Horatio St. # Office	Wilmington	DE	19808-1645	
29623136	Fowler Investment Company LLC	c/o Federal Realty Investment Trust, 909 Rose Avenue, Suite 200	Tampa	FL	33609	
29623137	FR Grossmont, LLC	2200 West Parkway Boulevard	Rockville	MD	20852	
29628994	Franklin Covey Client Sales, Inc.	1600 Viceroy Drive, Suite 100	Salt Lake City	UT	84119	
29784340	Freeman Expositions, Inc.	398 Beach Road	Dallas	TX	75235	
29784342	French Transit, Ltd.	c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Burlingame	CA	94010	
29623138	Frontier Bel Air LLC	c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Miami	FL	33133	
29623139	Frontier Dania LLC	c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Miami	FL	33133	
29623140	Frontier Dover LLC	c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Miami	FL	33133	

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29790763	Frontier Essentials, LLC	3021 78th Street, PO Box 299 c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Norway	IA	52318	
29648978	Frontier Kissimmee LLC	c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Miami	FL	33133	
29651082	Frontier Osceola LLC	c/o Geneva Management LLC, 2950 SW 27th Avenue, Suite 300	Miami	FL	33133	
29777109	FULL CORE LLC	1015 Atlantic Blvd #296	Atlantic Beach	FL	32233	
29900892	Fungi Perfecti LLC	PO Box 7634	Olympia	WA	98507	
29648979	Funhouse Plaza LLC	291 South Broadway	Salem	NH	03079	
29777112	Fuse Networks	12628 INTERURBAN AVE S, SUITE 100	Seattle	WA	98168	
29777113	Fuse Networks, LLC	7100 FORT DENT WAY, SUITE 140	TUKWILA	WA	98188	
29784343	Futurebiotics LLC	70 Commerce Drive c/o Pine Tree Commercial Realty LLC, 814 Commerce Drive, Suite 300	Hauppauge	NY	11788	
29648980	G&I X CenterPoint LLC	1395 University Boulevard	Oak Brook	IL	60523	
29648981	G&T Investments LLC	80 Meserole Street, Apartment 2F	Las Cruces	NM	88004	
29784351	G4S Secure Solutions (USA) Inc.	Misty Worley, 184 Butler Farm Rd	Jupiter	FL	33458	
29790766	Gabrielle Wolinsky	c/o Milbrook Properties, 42 Bayview Avenue	Brooklyn	NY	11206	
29651371	Gaia Herbs, Inc.	29648982 Gaithersburg Commons LLC	Mills River	NC	28759	
29648983	Gaitway Plaza LLC	833 W. South Boulder Road	Manhasset	NY	11030	
29777114	Galam, Inc	2001 Preston Road	Westerville	OH	43081	
29777115	Galleria Alpha Plaza, Ltd.	2105 Castleview Dr.	Louisville	CO	80027	
29648984	Gallup & Whalen Santa Maria	113 Alder Street	Plano	TX	75093	
29777117	Gamma Enterprises LLC	4200 Northcorp Parkway , Suite 200	Turlock	CA	95382	
29790767	Garden of Life, LLC	4200 Northcorp Parkway , Suite 200	West Babylon	NY	11704	
29777121	Garmin USA, Inc.	12725 Ventura Boulevard, Suite A	PALM BEACH GARDENS	FL	33410	
29777121	Garmin USA, Inc.	575 Prospect Street, SUITE 230	Olathe	KS	66062	
29648985	Gaslight Alley, LLC	788 W. Sam Houston Parkway North, Suite 206	PALM BEACH GARDENS	FL	33410	
29784356	Gaspari Nutrition, Inc.	109 Gainsborough Sq. Suite 204	Studio City	CA	91604	
29648986	GC Baybrook, L.P.	19700 Fairchild Road, Suite 380	Lakewood	NJ	08701-	
30345476	GDK Nutrition LLC	41 Mill Pond Road	Houston	TX	77024	
29784361	GE Nutrients, Inc.	2445 Port Neal Industrial Road	Chesapeake	VA	23320	
29784362	GEAR NUTRACEUTICALS	81 Gaston-DuMoulin	Irvine	CA	92612	
29648987	Geiger JB Property, LLC	2055 South Kanner Highway	Jackson	NJ	08527-	
29784364	GELITA USA, Inc.	14101 W. Hwy 290, Bldg. 1900	Stuart	FL	34995	
29776526	Genacol International Corporation Inc.	1302 El Camino Real, Suite 300	Sergeant Bluff	IA	51054	
29784365	GENCEUTIC NATURALS	2001 Junipero Serra Blvd.	Blainville	QC	J7C 6B4	Canada
29784366	Genesis Today, Inc.	8424 Evergreen Lane	Cedar Grove	NJ	07009-	
29784367	Genesys Cloud Services, Inc.	269 South Beverly Drive, Suite 510	Austin	TX	78737	
29777125	Genesys Telecommunications Laboratories, Inc.	1302 El Camino Real, Suite 300	Menlo Park	CA	94025	
29648988	Geneva Commons Shoppes LLC	2001 Junipero Serra Blvd.	Daly City	CA	94014	
29777127	GENEXA LLC	8424 Evergreen Lane	Darien	IL	60561	
		269 South Beverly Drive, Suite 510	Beverly Hills	CA	90212	

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29777128	GenServe, Inc.	100 Newtown Road	Plainview	NY	11803	
29776527	Genuine Health	317 Adelaide St. W. Suite 501	Toronto	ON	M5V 1P9	Canada
29777129	Genuine Health Co. Ltd	775 East Blithedale Ave #364	Mill Valley	CA	94941	
29777130	George Harriss Properties, LLC	3905 Oleander Dr, Suite B	Wilmington	NC	28403	
29623141	George N. Snelling	ADDRESS ON FILE				
29604361	German American Technologies	64 Sonne, Siche ave	SME10		20210+	Germany
29777134	German American Technologies dba GAT	64 Sonne, Siche ave	SME10		20210+	Germany
29777135	Get Real Nutrition, LLC	1201 U.S. Highway One, Suite 350	North Palm Beach	FL	33408	
29623142	GGPA State College 1998, L.P.	500 Grant Street, Suite 2000	Pittsburgh	PA	15219	
29784373	Ghost Beverages, LLC	400 N State Street	Chicago	IL	60654	
29784374	GIC Engineering Inc.	11806 Race Track Road	Tampa	FL	33626	
29605558	GIGLIOTTI HOLDINGS LP	11279 Perry Hwy, Ste 509	Wexford	PA	15090	
29784376	GINCO International, Inc.	725 E. Cochran Street, Unit C	Simi Valley	CA	93065	
29784378	Giovanni Cosmetics, Inc.	2064 E. University Drive	Rancho Dominguez	CA	90220	
29623143	GKT Shoppes At Legacy Park, L.L.C.	211 N. Stadium Boulevard, Suite 201	Columbia	MO	65203	
29777137	Glanbia Performance Nutrition, Inc.	3500 Lacey Road, Suite 1100	Downers Grove	IL	60515	
29623144	Gleneagles Plaza, Plano TX, LLC	10250 Constellation Blvd., Suite 2850	Los Angeles	CA	90067	
		c/o Macquarie Asset Management, 420 South Orange Avenue, Suite 190				
29623145	GLL Selection II Florida L.P.		Orlando	FL	32801	
29777142	Global Beauty Care, Inc.	1296 East 10th Street	Brooklyn	NY	11230	
29777143	Global Distributors USA LLC	600 Gulf Ave	Staten Island	NY	10314	
29777144	GLOBAL HEALTHCARE CORPORATION	47 CENTER AVENUE	LITTLE FALLS	NJ	07424-	
29790780	Global Juices and Fruits, LLC	372 South Eagle Road, Suite 353	Eagle	ID	83616	
29777146	Global Protection Corp	12 Channel St	Boston	MA	02210-	
29784380	Global Source	654 N Santa Cruz Ave Suite C747	Los Gatos	CA	95030	
29784381	Global Technology Systems, Inc.	550 Cochituate Road	Framingham	MA	01701-	
29784384	Gnu Foods, LLC	217 East 70th Street, Unit 2446	New York	NY	10021	
29784386	Go Shake International LLC	107 W. Main Street	Knoxville	TN	37902	
29784387	Goddess Garden	1821 Lefthand Cir., Ste D	Longmont	CO	80501	
29784388	GOFIT, LLC	12929 E. APACHE ST	TULSA	OK	74116	
29784389	Gold Medal LLC	90 N. Polk Street	Eugene	OR	97402	
29790781	Golden Protein	Main Road of Jeddah, Asaf District, Ashakreen Street	Jeddah, Makkah		21442	Saudi Arabia
29777147	Golden Temple of Oregon LLC	950 International Way	Springfield	OR	97477	
29777148	Golden Tree Brands	225 N. Richmond Street #104	Appleton	WI	54411	
29623146	Goldsboro Retail Center, LLC	c/o Frasier Consulting Group LLC, 1201 Macy Drive	Roswell	GA	30076	
29790782	Goliath Labs NUTRALOID LABS	1202 Ave U , 2026	Brooklyn	NY	11229	
29777151	Good Clean Love	207 W. 5th Ave.	Eugene	OR	97401	
29649664	Google Inc.	c/o James C. Vanermark, 810 Seventh Avenue, Suite 500	New York	NY	10019	
29649664	Google, Inc.	c/o James C. Vandermark, 810 Seventh Avenue, Suite 500	New York	NY	10019	

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29785636	GovDocs, Inc.	VB Box 167, PO Box 9202	Minneapolis	MN	55480	
29623147	Governor's Square Company IB	2445 Belmont Ave	Youngstown	OH	44504	
29623148	GP Marketplace 1750, LLC	500 North Broadway, Suite 201	Jericho	NY	11753	
29623149	GP Wisconsin, L.L.C.	c/o SRS Realty, 51 Sherwood Terrace, Suite 51	Lake Bluff	IL	60044	
29623150	Grand Canyon Center, LP	10850 Wilshire Boulevard, Suite 1000	Los Angeles	CA	90024	
29648989	Grand Rapids Retail LLC	c/o Sartorial Properties, 3020 Palos Verdes Dr. W	Palos Verdes Peninsula	CA	90274	
29785644	Grandpa Brands Company	1820 Airport Exchange Blvd.	Erlanger	KY	41018	
29487091	Granite Telecommunications, LLC	100 Newport Ave Ext	Quincy	MA	02171-	
29785646	Granum, Inc	600 South Brandon Street	Seattle	WA	98108	
29785647	Grass Advantage, Inc.	220 Newport Center Drive, Suite 22	Newport Beach	CA	92660	
29648990	Great Hills Retail Inc.	c/o Heitman LLC, 191 N. Wacker Dr., Suite 2500	Chicago	IL	60606	
29604284	Green Foods Corporation	2220 Camino del Sol	Oxnard	CA	93030	
29777161	Green Park Snacks, Inc.	245 Newtown Road, Suite 101	Plainview	NY	11803	
29777162	Green Pharmaceuticals	591 Constitution Ave, #A	Camarillo	CA	93012	
29777163	Greenlane Search Marketing, LLC	148 WELLINGTON CT.	Reading	PA	19606	
29783752	Greenleaf Medical AB	Nybrogatan 59, 1tr	Stockholm		114 40	Sweden
29648991	Greenridge Shops Inc.	c/o Heitman Capital Management LLC, 191 Wacker Drive, Suite 2500	Chicago	IL	60606	
29777165	Greens Plus LLC	1140 Highland Ave., #105	Manhattan Beach	CA	90266	
29651083	Greenspot Largo, LLC	c/o PM Real Estate Management Inc., 4000 South Poplar Street	Casper	WY	82601	
29777167	Greenteaspoon Inc	222 Bryant St	Palo Alto	CA	94301	
29648992	Greenville Ave. Retail LP	8400 Westchester, Suite 300	Dallas	TX	75225	
29784393	Greenwood Brands, LLC	4455 Genesee Street	Cheektowaga	NY	14225	
29648993	Greenwood Vineyards LLC	c/o Bank of America Trust, 575 Maryville Centre Dr, Ste 511	Saint Louis	MO	63141	
29792581	Gregory Poole Equipment Company	PO BOX 60457	Charlotte	NC	28260	
29784396	Gregory Poole Lift Systems	PO BOX 60457	Charlotte	NC	28260	
29784397	Grenade USA, LLC	815 Reservoir Ave, Ste 1A	Cranston	RI	02910-	
29784398	Grenera Nutrients Inc.	1202 Gary Avenue Unit 12	Ellenton	FL	34222	
29648994	GRI Brookside Shops, LLC	c/o First Washington Realty Inc., 7200 Wisconsin Avenue, Suite 600	Bethesda	MD	20814	
29784402	Ground-Based Nutrition	11412 Corley Ct.	San Diego	CA	92126	
29784403	Group Nine Media, Inc.	568 Broadway, Floor 10	New York	NY	10012	
29784404	Groupon, Inc.	600 W. Chicago Ave.	Chicago	IL	60654	
29648995	GSR Realty, LLC	6530 4th Ave	Brooklyn	NY	11220	
29777171	Güdpod Corporation	4815 E Carefree Hwy #108-184	Cave Creek	AZ	85331	
29777656	Guider Global Limited	8 Devonshire Square, The Spice Building	London		EC2M 4PL	United Kingdom
29777172	GuideSpark, Inc.	1350 Willow Rd. Suite 201	Menlo Park	CA	94025	
29777173	Gulf Coast Nutritionals DBA Ark Naturals	6166 Taylor Rd Ste 103	Naples	FL	34109	
29777175	Gurmeet Singh	14-A Oak Branch Drive	Greensboro	NC	27407	

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29648996	Gurnee LM Properties, LLC	1401 S Brentwood Blvd, Suite 520	Brentwood	MO	63144	
29776528	GURU Beverage Co.	4200 St. Laurent Blvd., Suite 550	Montreal	QC	H2W 2R2	Canada
29790789	Gym Source USA LLC	DEPT 106042, PO BOX 150468	HARTFORD	CT	06115-	
29648997	H.S.W. Associates Inc.	3750 Gunn Highway, Suite 308	Tampa	FL	33618	
29784409	Haelssen & Lyon North America Corporation	39 West 38th Street, 11th Floor, Suite 11E	New York	NY	10018	
29784410	Hain Celestial	58 South Service Road , 250	MELVILLE	NY	11747	
29784413	HALEO Worldwide Inc.	4901 Morena Blvd. #810	San Diego	CA	92117	
29784415	Hall Brands LLC	16285 SW 85TH Ave Suite 103	Tigard	OR	97224	
29784416	HALLO WORLDWIDE	4901 Morena Blvd #810	San Diego	CA	92117	
29777180	Hanan Enterprise Sales	411 Bell Street	Piscataway	NJ	08854-	
29777182	Handling Systems Inc	9939 Norwalk Blvd.	Santa Fe Springs	CA	90670	
29777182	HANDLING SYSTEMS, INC.	2659 E. Magnolia St	Phoenix	AZ	85034	
29623152	Hankins-Kenny Ventures LLC	151 Sawgrass Corners Drive, Suite 202	Ponte Vedra Beach	FL	32082	
	Hanley LM Properties, LLC c/o Lenette Realty & Investments Co.	1401 S Brentwood Blvd. Suite 520	St. Louis	MO	63144	
29776571	Hanoi Kim Lien Company Limited	13 Lý Thai To, Hoan Kiem district	Hanoi		100000	Vietnam
29777188	Harmelin & Associates	525 Righters Ferry Road	Bala Cynwyd	PA	19004	
29623154	Harmon Meadow Suites LLC	199 Lee Avenue, Suite 201	Brooklyn	NY	11211	
29790796	Harmonic Innerprizes	PO BOX 530455	Henderson	NV	89053	
29623155	Harry & Ruth Ornest Trust	3172 Abington Drive	Beverly Hills	CA	90210	
29623156	Hart Miracle Marketplace	925 South Federal Hwy., Suite 700	Boca Raton	FL	33432	
29623157	Hartel Properties LLC	335 E 78th St	Minneapolis	MN	55420	
29784426	Harvest Trading Group	61 Accord Park Drive	Norwell	MA	02061-	
29627843	HatchBeauty Products LLC	10951 Pico Blvd Suite 300	Los Angeles	CA	90064	
29784428	Hatteras Press Inc.	56 Park Road	Tinton Falls	NJ	07724-	
29784429	Haute Science, Inc. dba Clean Machine	6712 Frontier Lane	Tampa	FL	33625	
29784430	Haven's Kitchen	109 West 17th Street	New York	NY	10011	
29623158	Hawkins Point Partners, LLC	c/o Joe Holmes, 106 East 8th Avenue	Rome	GA	30161	
29777194	Hays Companies	6711 Columbia Gateway Drive, Suite 450	Columbia	MD	21046	
29777194	Hays Companies	BMO-88, PO BOX 1414	Minneapolis	MN	55402-1414	
29623159	Hazel Dell & 78th Associates LLC	19767 SW 72nd Avenue, Suite 100	Tualatin	OR	97062	
29629078	HCLARE, LLC	c/o Jim Harris, 3312 Livonia Ave.	Los Angeles	CA	90034	
29783710	HD Muscle (2714523 Ontario Inc.)	5109 Harvester Rd Unit A2	Burlington	ON	L7L 5Y9	Canada
29790799	Healing Solutions LLC	4635 W. McDowell Rd , 110	PHOENIX	AZ	85035	
29777198	Health Direct	16750 Hale Ave	Irvine	CA	92606	
29777199	Health Matters America Inc	125 Galleria Dr. #1482	Cheektowaga	NY	14225	
29777200	Health Plus Inc	13837 Magnolia Ave	Chino	CA	91710	
29777201	Health Specialties Manufacturing Inc.	2465 Ash Street	Vista	CA	92081	
29784431	Health Warrior Inc.	1707 Summit Avenue	Richmond	VA	23230	
29784432	Healthforce, Inc.	P.O. Box 27740	Las Vegas	NV	89126	
29784433	Healthland LLC	560 W. Lambert Rd. Suite B	Brea	CA	92821	

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29784434	Healthline Media, Inc.	275 7th Avenue, 24th Floor	New York	NY	10001	
29784435	Healthsource International, Inc.	1785 Erika Way	Upland	CA	91784	
29784436	Healthy and Fit	P.O. Box 781580	PHILADELPHIA	PA	19178	
29784437	Healthy Healing LLC	9821 Valley View Rd	Eden Prairie	MN	55344	
29604296	Healthy N' Fit Nutritionals	435 Yorktown Road	Croton-On-Hudson	NY	10520	
29790801	Healthy Origins	206 West Bridge Drive, P.O. Box 442	Morgan	PA	15064	
29651070	Healy Family Trust	1167 Sunset Cliffs Blvd.	San Diego	CA	92107	
	Hearst Magazines, a division of Hearst Communications, Inc.					
29790802	Inc.	300 West 57th Street, 10th Floor	New York	NY	10019	
29784443	HeartWise Incorporated	184 Clear Creek Dr. #1	Ashland	OR	97520	
29777203	Hello Products LLC	363 Bloomfield Avenue, 2D	Montclair	NJ	07042-	
29777204	Henry Thayer Company	PO Box 56	Westport	CT	06881-	
29777205	Herb Pharm	Po box 116	Williams	OR	97544	
29777207	HERBACEUTICALS INC	35 EXECUTIVE ST.	NAPA	CA	94558	
29777207	Herbaceuticals, Inc.	630 Airpark Rd., Suite A	Napa	CA	94558	
29777208	Herbal Answers, Inc.	PO Box 1110	Saratoga Springs	NY	12866	
29777209	Herban Cowboy, LLC	PO Box 24025	Edina	MN	55424	
29777210	Herbasway Laboratories, LLC	857 N. Main St. Ext. Unit 6	Wallingford	CT	06492-	
29604526	Hero Brands, Inc	71 Sydney Ave	Deal	NJ	07723-	
29777213	Hero Nutritional Products LLC	991 Calle Negocio	San Clemente	CA	92673	
29784445	Hibal Inc.	1862 Union St.	San Francisco	CA	94123	
29784447	HIGH BREW COFFEE	PO Box 1105	La Mesa	CA	91944	
29651071	Highbridge Development BR LLC	2165 Technology Drive, FL 2	Schenectady	NY	12308	
29790805	Highland Laboratories	110 South Garfield, PO Box 199	MT Angel	OR	97362	
	HIGHLANDS 501 (C) (25) INC.	c/o RREEF Management Company, 1406 Halsey Way, Suite 110	Carrollton	TX	75007	
29784454	Hillmann Consulting, LLC	1600 Route 22 East - First Floor	Union	NJ	07083-	
29651073	Hilo Power Partners, LLC	18301 Von Karman Ave., Suite 850	Irvine	CA	92612	
29777215	Hip Happenings, LLC	1712 N 13th Street	Boise	ID	83702	
29777216	HiTech/ALR	790 Spring St	Oak View	CA	93022	
29777217	HiTech/BLR 6009	790 Sarnast	Oak Views	CA	93022	
29651075	HM Hillcroft Westheimer Ltd.	3810 Westheimer	Houston	TX	77027	
30345481	HMRT/CSIM-Riverbend Owner LLC	c/o CenterSquare Investment Management LLC, Eight Tower Bridge, 161 Washington Street, 7th Floor	Conshohocken	PA	19428	
30345486	HMRT/CSIM-Riverbend Owner LLC	c/o M & J Wilkow Properties of North Carolina, 20 South Clark Street, Suite 3000	Chicago	IL	60603	
29777652	Hoang Anh	ADDRESS ON FILE				
29777220	Hobe' Laboratories, Inc.	6479 S. Ash Avenue	Tempe	AZ	85283	
29777224	Hollender Sustainable Brands, LLC dba Sustain	212 Battery St.	Burlington	VT	05401-	
29784456	Hollister Construction Services	339 Jefferson Road	Parsippany	NJ	07054-	

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Affected Contract Counterparties Service List
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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29651076	Holmdel Commons LLC	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Jericho	NY	11753	
29623398	HomeoPet, LLC	PO Box 147	Westhampton Beach	NY	11978	
29784459	Honestly pHresh Deodorant	PO Box 3755	Huntington Beach	CA	92647	
29651077	Horizon Jajo, LLC	4112 Brookview Drive SE	Atlanta	GA	30339	
29784461	Horizon Retail	1500 Horizon Drive	Sturtevant	WI	53177	
29784464	Horseshoe LLC dba Mancakes	826 Garden Drive	Highlands Ranch	CO	80126	
29627640	HPF, LLC	2001 Makefield Rd	Yardley	PA	19067	
29784468	HSP EPI Acquisition, LLC dba Entertainment	1401 Crooks Road, Suite 150	Troy	MI	48084	
29777225	Hub Group, Inc. d/b/a Unyson Logistics	2000 Clearwater Drive	Oak Brook	IL	60523	
29777225	Hub Group, Inc. d/b/a Unyson Logistics	3050 Highland Parkway, Suite 100	Downers Grove	IL	60515	
29792461	Hughes Network Systems, LLC	11717 Exploration Lane	Germantown	MD	20876	
29777229	Humphreys Pharmacal, Inc.	31 East High Street	East Hampton	CT	06424-	
29777231	Hungry Fish Media, LLC dba NutraClick	24 School Street, Suite 301	Boston	MA	02108-	
29790808	Hunter Building Corp.	12440 Oxford Park Drive, Suite # B-101	Houston	TX	77082	
	Hunter's Lake, J.M. Cox, Jr., Tracy Fleenor, and John Speropoulos	ADDRESS ON FILE				
29777235	HYALOGIC, LLC	600 NO PLATTEVALLEY DR	REVERSÃOELMO	MO	14150	
30162839	HYG Financial Services	300 E. John Carpenter Freeway	Irving	TX	75062-2712	
29725738	HYG FINANCIAL SERVICES, INC.	5000 Riverside Dr, Suite 300 East	IRVING	TX	75039	
29651079	Hylian Ross LLC	5655 Amboy Road	Staten Island	NY	10309	
29784471	Hyland's, Inc.	PO BOX 61067	Los Angeles	CA	90061	
29784472	Hyper Network Solutions of Florida LLC	11780 US Highway One, Suite 400N	Palm Beach Gardens	FL	33408	
29784473	I Heart Foods Corp	6552 N Oxford Ave	Chicago	IL	60631	
29784474	I Nutrition USA Corp	4730 South Fort Apache Road, Suite 300	Las Vegas	NV	89147	
29784475	I won! nutrition	1350 Bayshore Hwy STE 665	Burlingame	CA	94010	
29784477	Ibotta, Inc.	1801 California Street, Suite 400	Denver	CO	80202	
29784478	ICC Shaker Inc	587 Commerce St. Suite 100	Southlake	TX	76092	
29784479	Ice Chips Candy, LLC	818A 79th Ave SE	Olympia	WA	98501	
29776551	Iceland Spring Inc.	GRJOTHALS 7-11	Reykjavik		130	Iceland
29737312	iCIMS	101 Crawfords Corner Rd, Suite #3-100	Holmdel	NJ	07733-	
29629104	iCIMS, Inc.	101 Crawfords Corner Rd, Suite #3-100	Holmdel	NJ	07733-	
29627804	ICON MEALS, INC	4681 Ohio Drive Suite 108	Frisco	TX	75035	
29777236	ICU Eyewear, Inc.	1440 4 Street Suite A	Berkeley	CA	94710	
29777238	IDR Marketing Partners LLC	1125 Lancaster Avenue	Berwyn	PA	19312	
29777239	IDRMP Marketing Partners, LLC	1125 Lancaster Avenue	Berwyn	PA	19312	
29777240	IFORCE Nutrition	2101 91st Street	North Bergen	NJ	07047-	
29777241	Ignite USA	954 West Washington mc37 7th Floor	Chicago	IL	60607	
29623161	III Hugs LLC	1228 E. Morehead Street, Suite 200	Charlotte	NC	28204	
29777245	ILHWA NA Inc	PO Box 266	Middletown	NY	10940	
29784482	IMC Associates	673 Ridgewood Road	Millburn	NJ	07041-	

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29784484	Immune Health Basics	3388 Mike Collins Drive	Eagan	MN	55121	
29784485	Immune Tree, Inc.	2764 N 675 E	Lehi	UT	84043	
29784486	Impact Nutrition LLC	58 River Street, Suite 8	Milford	CT	06460-	
29784487	Implus Footcare, LLC	2001 TW Alexander Drive, Box 13925	Durham	NC	27709	
29784488	Improve Commerce, Inc.	4301 Valley Blvd.	Los Angeles	CA	90032	
29792464	Indeed, Inc.	6433 Champion Grandview Way, Building 1	Austin	TX	78750	
29777247	Indigo Wild, LLC	3125 Wyandotte St	Kansas City	MO	64111	
29623162	Indy-C-Kal, Inc.	2500 Westmont Circle	Sterling Heights	MI	48310	
29777250	Inergetics, Inc. DBA Millennium Biotechnologies, Inc.	550 Broad St., Suite 1212	Newark	NJ	07102-	
29777251	Infinite Labs, LLC	7208 W Sand Lake Rd. Suite 208	Orlando	FL	32819	
	Infinity Staffing Solutions, LLC dba Lyneer Staffing					
29777252	Solutions	134 Franklin Corner Road, Suite 100	Lawrenceville	NJ	08648-	
29628103	Inflow Communications, LLC.	9450 SW Gemini Dr #54242	Beaverton	OR	97008-7105	
29777254	InFocus	P.O. BOX 1124	BEDFORD PARK	IL	60499	
29777255	Infogroup Inc.	2 Blue Hill Plaza	Pearl River	NY	10965	
29776553	Infosys Limited	Electronics City, Hosur Road	Bangalore		560100	India
29777256	Infusion Sciences	2127 Espey Ct, Ste 220	Crofton	MD	21114	
29777257	Ingredion Incorporated	5 Westbrook Corporate Center	Westchester	IL	60154	
	Inland Commercial Real Estate Services LLC/Bldg.					
29623163	#75052	Attention: Jon Spitz, 2901 Butterfield Road	Oak Brook	IL	60523	
29784496	Inner Armour	1399 Blue Hills Ave	Bloomfield	CT	06002-	
29784497	Innerzyme	3659 E. CREST LANE	PHOENIX	AZ	85050	
29784498	Innophos Nutrition, Inc.	680 North 700 West	North Salt Lake	UT	84054	
29784498	Innophos, LLC	680 North 700 West	North Salt Lake	UT	84054	
29784499	INRETURN STRATEGIES, LLC	10308 Belinder RD	Leawood	KS	66206	
29623164	InSite Naperville, LLC	1400 16th Street, Suite 300	Oak Brook	IL	60523	
29623165	InSite Parma, LLC	1400 16th Street, Suite 300	Oak Brook	IL	60523	
29784504	InSource Technology Solutions, LLC	2490 BOULEVARD OF THE GENERALS, SUITE 200	Norristown	PA	19403	
29784505	Inspiration Beverage Company	7727 W. 6th Ave Unit H	Lakewood	CO	80214	
29784506	Instavite US LLC	3190 Martin Rd	Walled Lake	MI	48390	
29784507	Institute for the Future	124 University Avenue	Palo Alto	CA	94301	
29777258	Integral Yoga Distribution Inc	2168 Woodland Church Rd	Buckingham	VA	23921	
29777259	Integrity Express Logistics, LLC	4420 Cooper Road, Suite 400	Cincinnati	OH	45242	
29680396	Integrity Landscaping Solutions, Inc.	11200 Leadbetter Road	Ashland	VA	23005	
29777260	Integrity Retail Distribution, Inc.	15221 Canary Ave	La Mirada	CA	90638	
29777261	Inteligent*Vitamin*C Inc	24W500 Maple Ave STE 107	Naperville	IL	60540	
29790821	Interactive Communications International, Inc.	250 Williams Street, 5th Floor, Suite 5-2002	Atlanta	GA	30303	
29777264	Interbrand	700 W. Pete Rose Way, Suite 460	Cincinnati	OH	45203	
29777265	InterHealth Nutraceuticals Incorporated	5451 Industrial Way	Benicia	CA	94510	
29790823	International Business Machines Corporation	1 New Orchard Road	Armonk	NY	10504	
29777268	International Integrated Solutions, Ltd.	137 Commercial Street	Plainview	NY	11803	

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29604507	International Licensing Group Corporation	9465 Wilshire Blvd. suite 300	Beverly Hills	CA	90212	
29792629	International Trade Routes	645 Wemple Road	Glenmont	NY	12077	
29606644	Interstate Corporate	508 PRUDENTIAL ROAD, SUITE 100	Horsham	PA	19044	
29784511	Intertek	200 Westlake Park Blvd., #400	Houston	TX	77079	
29790824	InterVision Global Inc	L14 CIC One Broadway	Cambridge	MA	02142-1147	
29784513	Intrinsics, Inc. (dba NameStormers)	2201 EAST WINDSOR ROAD	Austin	TX	78703	
	Inversiones en Recreacion, Deporte y Salud S.A. -					
29783737	BODYTECH	Cra. 20 #83-20	Bogota		110221	Colombia
29784514	INW Living Ecology	240 Crouse Dr	Corona	CA	92879	
29784515	iPDG (Innomark Permanent Display Group)	3233 South Tech Blvd.	Miamisburg	OH	45342	
29784516	ips All Natural LLC	11911 San Vicente Blvd., Suite 348	Los Angeles	CA	90049	
		c/o Tri-Land Developments, Inc., One East Oak Hill Drive, Suite 302				
30345484	IP-TL Conyers, LLC		Westmont	IL	60559	
29784517	IQ Formulations LLC, DBA Metabolic Nutrition	523 Sawgrass Corporate Parkway	Sunrise	FL	33325	
		C/O Inland Commercial Real Estate Services LLC/ Bldg. #75056, 2901 Butterfield Road				
29623166	IREIT North Myrtle Beach Coastal North, L.L.C.		Oak Brook	IL	60523	
29777269	Iron Mountain Secure Shredding, Inc.	One Federal Street	Boston	MA	02110-	
29777270	Iron-Tek	180 Motor Parkway	Hauppauge	NY	11788	
29777271	Irwin Naturals	5310 Beethoven St.	Los Angeles	CA	90066	
29777272	ISALTIS	56 rue Paul Cazeneuve	Lyon		69008	France
29777273	Isatori Technologies, LLC	15000 West 6th Avenue, Suite 202	Golden	CO	80401	
29777275	Islamic Services of America	P.O Box 521	Cedar Rapids	IA	52406	
29627850	ISO International, LLC	2215 Auto Park Way	ESCONDIDO	CA	92029	
		Suntide Commercial Realty Inc. Inc., 2550 University Avenue West, Suite 305				
29623167	ISO Venner Plaza Holdings, LLC		Saint Paul	MN	55114	
29623168	Istar, LLC	321D Lafayette Road	Hampton	NH	03842	
29777279	ITO EN (North America) INC.	20 Jay Street Suite 530	Brooklyn	NY	11201	
		c/o InvenTrust Property Management LLC, 3025 Highland Parkway, Suite 350				
29623169	IVT Renaissance Center Durham I, LP		Downers Grove	IL	60515	
29623170	IYC Family LLC	2317 12th Ct. N.W.	Auburn	WA	98001	
29648998	J&M Owners NY, LLC	33 East Camino Real, Unit 512	Boca Raton	FL	33432	
29670046	J.B. Hunt Transport, Inc.	615 J.B. Hunt Corporate Drive	Lowell	AR	72745	
29648999	J.M. Baker Properties LLC	484 Washington Street, Suite D	Monterey	CA	93940	
29784528	J.R. Carlson Laboratories, Inc	600 W University	Arlington Heights	IL	60004	
29784530	JaceyCakes, LLC (DBA FlapJacked)	960 W. 124th Ave., Suite 950	Westminster	CO	80234	
30345365	Jack Gayton	ADDRESS ON FILE				
29777280	Jacklyn Janeksela	ADDRESS ON FILE				
29649000	JAHCO Stonebriar LLC	1717 Main Street, Suite 2600	Dallas	TX	75201	
29777283	Jakemans Confectioners	114 Bay Street	Manchester	NH	03104-	
29649001	Jamaica-88th Ave., LLC	c/o Peter Dilis, PO Box 280-275	Brooklyn	NY	11228	
29649002	James H. Batmasian	ADDRESS ON FILE				

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29777288	Japan Health Products, Inc.	P.O. Box 472	Tryon	NC	28782	
29604331	Jarrow Formulas	1824 South Robertson Blvd	Los Angeles	CA	90035	
29777290	Javazen	4505 Campus Drive	College Park	MD	20742	
29777291	Jay Robb Enterprises, Inc.	6339 Paseo Del Lago	Carlsbad	CA	92011	
29649003	JBL Humblewood Center, LLC	c/o JBL Asset Management LLC, 2028 Harrison Street, Suite 202	Hollywood	FL	33020	
29784534	JD Beauty Group	5 Adams Avenue	Hauppauge	NY	11788	
29629164	JDA Software, Inc.	15059 N. Scottsdale Road, Suite 400	Scottsdale	AZ	75320-2621	
29619739	Jeff Van Orden	ADDRESS ON FILE				
29649004	Jefferson Shrewsbury Limited Partnership	Heller Property Management, 625 Mount Auburn Street, Suite 210	Cambridge	MA	02138	
29784537	Jeffrey James, LLC	1627 Sunset Ave. SW	Seattle	WA	98116	
29649005	Jemal's Daily Vitamin LLC	33 Larchwood Avenue	Oakhurst	NJ	07755	
29784542	JHS Natural Products Inc.	1025 Conger St #6	Eugene	OR	97402	
29620041	Jim Abbatemarco	ADDRESS ON FILE				
29784543	Jindilli Beverages LLC	8100 S Madison Street	Burr Ridge	IL	60527	
29649006	JJS Champaign Inv LLC	1370 School House Road	Santa Barbara	CA	93108	
29649007	JKE Property, LLC	294 Paxton Way	Glastonbury	CT	06033	
29649008	JMP Marlboro Retail Unit 2, LLC	c/o Silbert Realty & Mgmt. Co. Inc., 152 Liberty Corner Road, Suite 203	Warren Township	NJ	07059	
29777298	JMS Technical Solutions	7600 JERICHO TPKE, SUITE 200	Woodbury	NY	11797	
29777300	Joe Reizer	ADDRESS ON FILE				
29784545	John's Lone Star Distribution Inc.	922 Hempstead Turnpike, Suite # 2	Franklin Square	NY	11010	
29649009	Joseph Urbana Investments, LLC	5001 N University Street	Peoria	IL	61615	
29623171	Joule Gilroy Crossing Owner, LLC	c/o Raider Hill Advisors LLC, 757 Third Avenue, 15th Floor	New York City	NY	10017	
29623172	JP Associates LLC	9 Hastings Road	Holmdel Township	NJ	07733	
29784552	JTM Foods LLC	2126 East 33 St.	Erie	PA	16502	
29623173	Jubilee Limited Partnership	4300 E. Fifth Ave.	Columbus	OH	43219	
29623174	Jubilee--Coolsprings LLC	1800 Moler Road	Columbus	OH	43207	
29784556	Juicero, Inc.	2001 Bryant Street	San Francisco	CA	94110	
29777303	JUKI INC	99 Industrial DR	Northampton	MA	01060-	
29715532	Jumpmind, Inc.	8999 Gemini Parkway, Suite 100	Columbus	OH	43240	
29777305	Just C Inc.	7700 Irvine Center Dr.	Irvine	CA	92618	
29623175	JWT LLC	c/o Azose Commercial Properties, 8451 SE 68th Street, Suite 200	Mercer Island	WA	98040	
29777307	Kaged Muscle	101 Main St. Suite 360	HUNTINGTON BEACH	CA	92648	
29601088	Kaged Muscle, LLC	101 Main St. Suite 360	Huntington Beach	CA	92648	
29777309	Kaitas Group International	4083 E. Airport Drive	Ontario	CA	91761	
29777310	Kaitas Group International d.b.a. Organic Evolution USA	4083 E. Airport Drive	Ontario	CA	91761	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29777311	Kaizen Nutrition Inc NV	14936 S Figueroa Street	Gardena	CA	90248	
29784557	Kaneka North America LLC	6161 Underwood Rd.	Pasadena	TX	77507	
29784559	Kare-N-Herbs	P.O. Box 99	York Harbor	ME	03911-	
29605749	Kargo Global Inc.	826 Broadway, 5th Floor	New York	NY	10003	
29784560	Karma Culture, LLC	30-A Grove Street	Pittsford	NY	14534	
29784561	KATE FARMS LLC	1621 Central Avenue	Cheyenne	WY	82001	
29623176	Katy Freeway Properties LLC	1051 Halsey	Houston	TX	77015	
29623177	KAWIPS Delaware Cuyahoga Falls, LLC	1590-D Rosecrans Ave. PMB#259	Manhattan Beach	CA	90266	
29784566	KDV Wealth Management LLC	3800 American Boulevard W, Suite 100	Bloomington	MN	55431	
29784567	Keeki Pure and Simple	950 Vitality Drive NW, Suite C	Comstock Park	MI	49321	
29784568	KeHE Distributors LLC	1245 E, Diehl Road, Suite 200	Naperville	IL	60563	
29784569	Kellogg Company	1 Kellogg Square	Battle Creek	MI	49017	
29790834	Kelsey Cannon	ADDRESS ON FILE				
29777315	Kemin Foods, L.C. d/b/a Kemin Health, L.C.	600 East Court Ave.	Des Moines	IA	50309	
29777316	Kemin Health, L.C.	600 E. Court Ave., Suite A	Des Moines	IA	50309-2058	
29790835	Kemin Industries, Inc.	1900 Scott Avenue	Des Moines	IA	50317	
29790835	Kemin Industries, Inc.	2100 Maury Street, P.O. Box 70	Des Moines	IA	50301	
29790835	Kemin Industries, Inc.	600 E. Court Ave., Suite A	Des Moines	IA	50309	
29790835	Kemin Industries, Inc.	601 E. Locust., Suite 203	Des Moines	IA	50309	
29623178	Kendall Village Associates Ltd.	2665 South Bayshore Drive, Suite 1200	Miami	FL	33133	
29784573	Kesslersales the	C/O NATURAL ORGANICS , 548 BROADHOLLOW ROAD	Melville	NY	11747	
29784574	KetoLogic, LLC	300 W Morgan Street, Suite 1510	Durham	NC	27701	
29784575	Ketologie LLC	5307 E. Mockingbird Lane, 5th Floor	Dallas	TX	75206	
29784576	Kettle and Fire LLC	2643 Hyde Street	San Francisco	CA	94109	
29784577	Keynote Systems, Inc.	777 Mariners Island Blvd.	San Mateo	CA	94404	
29784578	Keystone Technology Management	2221 Cabot Blvd W Ste D	Langhorne	PA	19047	
29784579	Keystone Technology Management, a division of Keystone Memory Group LLC	2221 Cabot Blvd West - Suite D	Langhorne	PA	19047	
29627765	Keyview Labs, Inc.	5737 Benjamin Center Dr.	Tampa	FL	33634	
29784581	Kheper Games	440 South Holgate	Seattle	WA	98134	
29777325	Kilambe Coffee	5206-B Lyngate Ct	Burke	VA	22015	
29777326	Kill Cliff, LLC	3715 Northside Parkway, Bldg 400 , 475	Atlanta	GA	30327	
29623179	Kim Investment Partners IV, LLC	1901 Ave of the Stars, Suite 630	Los Angeles	CA	90067	
29777328	Kimberly Capella	ADDRESS ON FILE				
29623180	Kimco Brownsville, L.P.	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Jericho	NY	11753	
29649010	Kimco Webster Square, LLC	500 North Broadway, Suite 201	Jericho	NY	11753	
29777331	Kimmerle Newman Architects	1109 Mt. Kemble Ave.	Harding Twp	NJ	07976-	
29790841	Kimmerle Newman Architects, PA	264 South Street	MORRISTOWN	NJ	07960-	
29777335	kin+kind	220 E. 5th St. #2W	New York	NY	10003	

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29649011	Kinaia Family LLC	2500 Westmont Circle	Sterling Heights	MI	48310	
29604355	KIND, LLC.	PO Box 705 - Midtown Station	New York	NY	10018	
29784584	King Bio	3 Westside Drive	Asheville	NC	28806	
29627729	King Fisher Media, LLC	P.O. BOX 37	Midvale	UT	84047	
29649012	Kings Highway Realty Corp.	1326 Kings Highway	Brooklyn	NY	11229	
29784591	Kinker Press, inc.	1681 Mountain Road	Glen Allen	VA	23060	
29784592	Kinter (K International, Inc.)	3333 Oak Grove Ave	Waukegan	IL	60087	
		c/o Kimco Realty Corporation, 500 North Broadway, Suite 201				
29649013	KIR Brandon 011, LLC	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Jericho	NY	11753	
29649014	KIR Smoketown Station, L.P.	500 North Broadway, Suite 201	Jericho	NY	11753	
29651086	KIR Torrance, L.P.	500 Fifth Avenue, 53rd Floor	New York	NY	10110	
29777338	Kirk Palmer Associates, Inc.	1820 Airport Exchange Blvd	Erlanger	KY	41018	
29604449	Kirk's Natural LLC	300 Galleria Parkway, 12th Floor	Atlanta	GA	30339	
29649015	Kishan Enterprises LLC	144 Main Street P.O. Box 224	Gardiner	NY	12525	
29777341	Kiss My Face Corporation	8066 Melrose Ave, Suite 3	Los Angeles	CA	90046	
29777342	Kiss My Keto	5151 Bannock Street , 8, Rob Jennison	Denver	CO	80216	
29790844	Kiss Nutraceuticals, LLC	1732 1st Ave #25614	New York	NY	10128	
29777344	KITU Life, Inc.	C/O The Summit Commercial Group Inc., 5839 Via Verona View	Colorado Springs	CO	80919	
29649016	KK-BTC LLC	629 N High Street, Suite 300	Columbus	OH	43215	
29628108	Klarna Bank AB	117 West Napa St. Site	Sonoma	CA	95476	
29777346	Klassische	8201 Greensboro Drive, Suite 300	McLean	VA	22102	
29784595	KLDiscovery	PO BOX 845823	DALLAS	TX	75284-5823	
30167734	KLDiscovery Ontrack, LLC	4345 Hedstrom Way	Chico	CA	95973	
29784597	Klean Kanteen, Inc.					
29649017	Kloss Organization, LLC	c/o 450 Rt 10 Ledgewood LLC, 36 Route 46, P.O. Box 197	Montville	NJ	07058	
29784601	Know Brainer Foods, LLC	9960 Phillips Road	Lafayette	CO	80026	
29784602	Know Brands, Inc dba Know Foods	3035 Peachtree Road NE, Ste 200	Atlanta	GA	30305	
29784603	Kodiak Cakes LLC	3247 Santa Fe Rd	Park City	UT	84098	
29784604	Kokoro	17731 Irvine Blvd. Suite 102	Tustin	CA	92780	
29784605	KonaRed (Sandwich Isles Trading Co Inc.)	P.O Box	Kalaheo	HI	96741	
29790846	Koosharem LLC dba Select Staffing	16040 Christensen Road, Suite 101	Tukwila	WA	98188	
29649018	Koppe Management And Investment Co. Inc.	13826 SW 102 CT	Miami	FL	33176	
29777348	Körber Supply Chain US, Inc.	Dept Ch 17044	Palatine	IL	60055-7091	
29776517	Kosmea Australia Pty Ltd	71 Glen Osmond Road	EASTWOOD, South Australia		5063	Australia
29777349	Kount Inc.	917 South Lusk, 3rd Floor	Boise	ID	83706	
29649019	KP Macon, LLC	2500 Daniels Bridge Rd., Bldg. 100 2nd floor	Athens	GA	30606	
29783711	KPM Enterprises Inc.	1056 Saginaw Crescent	Mississauga	ON	L5H 3W5	Canada
29777351	Krave Jerky	117 W Napa Street, Suite C	Sonoma	CA	95476	

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29649020	KRCX Del Monte Plaza 1314, LLC	500 North Broadway, Suite 201	Jericho	NY	11753	
29623181	KRCX Price REIT, LLC	500 North Broadway, Suite 201	Jericho	NY	11753	
29623182	KRG Avondale McDowell, LLC	c/o Kite Realty Group, 30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623183	KRG Brandenton Centre Point, LLC	30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623184	KRG Cedar Hill Pleasant Run, LLC	c/o Kite Realty Group, 30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623185	KRG Houston Sawyer Heights, LLC	c/o Kite Realty Group, 30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623186	KRG King's Grant, LLC	c/o Kite Realty Group, 30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623187	KRG Pelham Manor, LLC	c/o Kite Realty Group, 30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623188	KRG Pipeline Pointe LP	c/o Kite Realty Group, 30 South Meridian Street	Indianapolis	IN	46204	
29623189	KRG Portfolio, LLC	c/o Kite Realty Group, 30 South Meridian Street, Suite 1100	Indianapolis	IN	46204	
29623190	KRG Sunland, L.P.	30 South Meridian, Ste. 1100	Indianapolis	IN	46204	
29784613	Kronos	900 Chelmsford Street	Lowell	MA	01851-	
29630246	Kronos Incorporated	297 Billerica Road	Chelmsford	MA	01824-	
29630246	Kronos Incorporated	PO BOX 743208	Atlanta	GA	30374-3208	
29649021	KRT Property Holdings LLC	c/o Brixmor Property Group, 200 Ridge Pike, Suite 100	Conshohocken	PA	19428	
	KSF Acquisition Corp dba Slim Fast formerly Hyper					
29784618	Network Solutions of Florida LLC	11780 U.S. Highway One, Suite 400N	Palm Beach Gardens	FL	33408	
29777358	K-Tec Inc., dba Blendtec	1206 South 1680 West	Orem	UT	84058	
29777360	Kuli Kuli, Inc.	600 Grand Ave Suite 410B	Oakland	CA	94610	
29777361	KutKrew Productions	6123 Woodbine St	Ridgewood	NY	11385	
29777362	KW ABSC, Inc.	18655 Bishop Avenue	Carson	CA	90746	
29777363	KXP Advantage Services LLC	11777 San Vicente Blvd, Suite 747	Los Angeles	CA	90049	
29777364	Kyowa Hakko USA, Inc.	600 Third Ave.	New York	NY	10016	
29649022	L&D Partnership LLC	929 Kings Highway East	Fairfield	CT	06825	
29777367	L.A. Aloe, LLC	80 W Sierra Madre Blvd Suite 364	Sierra Madre	CA	91024	
29649023	L.P. Corporation	5613 Lessburg Pike, Suite 40	Bailey's Crossroads	VA	22041	
29649024	La Gioia Two, LLC	3801 PGA Boulevard, Suite 600	Palm Beach Gardens	FL	33410	
29784621	La Quinta Inn & Suites	350 Lighting Way	Secaucus	NJ	07094-	
29605800	LabCorp Employer Services, Inc.	7221 Lee Deforest Drive, Suite 600	Columbia	MD	21046	
29604340	LABRADA NUTRITION	333 NORTHPARK CENTRAL DRIVE	HOUSTON	TX	77073	
29604379	Lafe's Natural Bodycare	8204 N. Lamar Blvd, Ste B-12	Austin	TX	78753	
29649025	Laguna Gateway Phase 2 L.P.	2020 L Street, 5th Floor	Sacramento	CA	95811	
29649027	Lakeland Crossing LLC	226 San Clemente	Santa Barbara	CA	93109	
29790860	Lamas Beauty, Inc.	6222 Wilshire Boulevard, Suite 501	Los Angeles	CA	90048	
29649028	Lane Investments	8104 E Freeport St.	Broken Arrow	OK	74014	

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Affected Contract Counterparties Service List
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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29784631	LaneLabs - USA, Inc.	3 North Street	Waldwick	NJ	07463-	
29649029	Lansing Square, LLC	30600 Northwestern Hwy., Suite 310	Farmington	MI	48334	
29649030	Larkspur Real Estate Partnership I	Four Embarcadero Center, Suite 1400	Almensilla, Andalusia		41111	Spain
29649031	Larrimore Family Partnership LLC	3951 N Ocean Blvd #603	Delray Beach	FL	33483	
29777371	LaserShip, Inc.	1912 Woodford Road	Vienna	VA	22182	
29777372	Laura's Original Boston Brownies, Inc.	818 Vanderbilt Place	San Diego	CA	92110	
29777373	Laurel Lakes, LLC	2800 Quarry LakeDrive, Suite 340	Baltimore	MD	21209	
		Mid-America Real Estate - Wisconsin LLC, 600 N Plankinton Avenue, Suite 301				
29623191	Layton Partners, LLC	7 Penny Lane	Milwaukee	WI	53203	
29623192	LBI Georgia Properties, LLC	6601 Centerville Business Parkway, Suite 150	Woodbridge	CT	06525	
29623193	LC Real Estate, LLC	50 Jericho Quadrangle	Dayton	OH	45459	
29777377	LDI	50 Jericho Quadrangle	Jericho	NY	11753	
29777378	LDI Color Toolbox	50 Jericho Quadrangle	Jericho	NY	11753	
29777378	LDI Color Toolbox LLC	50 Jericho Quadrangle	Jericho	NY	11753	
29777379	Leaner Creamer, LLC	8659 Hayden Place	Culver City	CA	90232	
29790866	Leap Agents	955 Shadeland Ave, Suite 4, 231 Ascot Place	Burlington	ON	L7T 2M2	Canada
29784636	Left Handed Libra LLC dba Jane Carter Solution	45 South 17th Street	East Orange	NJ	07018-	
29784639	Legendary Foods, LLC	10825 Queensland St	Los Angeles	CA	90034	
29784640	Legion Athletics, Inc.	1255 Cleveland St, 4th Fl	Clearwater	FL	33755	
29623194	Lemmon Ave. Retail, LP	8400 Westchester, Suite 300	Dallas	TX	75225	
29623195	Lennox Station Exchange, LLC	6499 E. Broad St., STE 130	Columbus	OH	43213	
29627740	Lenny & Larry's, Inc.	8803 Amigo Ave	Northridge	CA	91324	
29777382	Leprino Performance Brands, LLC	1830 W. 38th Avenue	Denver	CO	80211	
29777383	Leslie's Organics, LLC	298 Miller Ave.	Mill Valley	CA	94941	
29777384	Lesser Evil LLC	83 Newtown Rd, 2nd Floor	Danbury	CT	06810-	
29777386	Levlad LLC dba Nature's Gate	9200 Mason Ave	Chatsworth	CA	91311	
29777387	Levo Healthcare Consulting, Inc.	220 W 7TH AVENUE, SUITE 210	Tampa	FL	33602	
29777388	Lexmark International, Inc.	740 W. New Circle Road	Lexington	KY	40511	
29784651	Liberty Elevator Corporation	63 East 24th Street	Paterson	NJ	07514-	
29784652	Liberty Mountain Sports, LLC	9816 S Jordan Gateway (500W)	Sandy	UT	84070	
29784653	Liberty Mutual Insurance Company	175 Berkeley Street	Boston	MA	02116-	
29790871	Liddell Laboratories Inc	201 Apple Blvd, PO Box 121	Woodbine	IA	51579	
29783758	Lien Nguyen Thi Kim	13 Ly Thai To	Ha Noi		100000	Vietnam
29784655	Life Boost, LLC	455 East Cady Street	Northville	MI	48167	
29784656	LifeAID Beverage Company, INC	2833 Mission St	Santa Cruz	CA	95060	
29777391	Lifefactory, Inc.	3 Harbor Drive Suite 215	Sausalito	CA	94965-1491	
29777392	Lifespan International dba Xendurance	PO Box 6088	Carefree	AZ	85377	
29777393	Lifetime Brands Inc. Built Division	1000 Stewart Avenue	Garden City	NY	11530	
29777394	Lifeway Foods Inc.	6431 W. Oakton St.	Morton Grove	IL	60053	
29790872	Lifeworks Technology Group, LLC	1412 Broadway, 7th Floor	New York	NY	10018	
29627630	Lily of the Desert	1887 Geesling Rd	Denton	TX	76208	

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29627630	Lily of the Desert LLC	1887 Geesling Rd	Denton	TX	76208	
29777398	Linden Construction South Carolina	100 Brigade Street, Suite 100	Charleston	SC	29403	
29623787	LinkedIn Corporation	62228 COLLECTIONS CENTER DR.	Chicago	IL	60693-0622	
29790874	Liquid OTC, LLC	PO Box 1351, 336 Wolverine Dr	Walled Lake	MI	48390	
29645238	Lisa Chudnofsky	ADDRESS ON FILE				
29784657	Little Moon Essentials, LLC	2475 Lincoln Ave/PO BOX 771893	Steamboat Springs	CO	80487	
29784659	Live Intent, Inc.	100 Church, Floor 7	New York	NY	10007	
29784660	Liveclicker, Inc.	560 South Winchester Boulevard, Suite 500	San Jose	CA	95128	
29784662	Lively Up Your Breath, LLC	4419 Cochran Street	Simi Valley	CA	93063	
29784663	LivePerson, Inc.	462 Seventh Avenue, 3rd Floor	New York	NY	10018	
29784664	LiveRamp, Inc.	667 Mission St, 4th Floor	San Francisco	CA	94105	
29784665	Liverite Products, Inc.	15495 Redwill ave, Suite C	Tustin	CA	92780	
29784666	LiveWire MC2, LLC	1747 Douglass Rd Unit C	Anaheim	CA	92806	
29784667	Living Ecology Manufacturing Inc.	240 Crouse Drive	Corona	CA	92879	
29784668	Living Well Innovations, Inc.	115 Engineers Rd, 2nd Floor	Hauppauge	NY	11788	
29783713	Livingston International Inc.	405 The West Mall	Toronto	ON	M9C 5K7	Canada
29777402	LIVS Products	10388 W. State Road 84, Suite 106	Fort Lauderdale	FL	33324	
29790877	LIVS Products, LLC	3360 Enterprise Avenue , 180, NANCY BECTON	Weston	FL	33331	
29623197	Lizben Enterprises, LLC	1776 West 7800 South	West Jordan	UT	84088	
30202594	LMR II - Palm Pointe LLC	212 E. 3rd Street, Suite 200	Cincinnati	OH	45202	
29777406	Loadsmart, Inc.	150 N Michigan Ave., 19th Floor	Chicago	IL	60601	
29623198	Local Sandy IL, LLC	777 Brickell Ave., Suite 610	Miami	FL	33131	
29623199	Local Westgate LLC	777 Brickell Ave., Suite 630	Miami	FL	33131	
29629355	LockNet, LLC	800 John C Watts Drive	Nicholasville	KY	40356	
29777410	Locus Robotics Corp	PO Box 735537	Chicago	IL	60673-5537	
29777411	Logic Information Systems LLC	7760 France Avenue South, Suite 640	Bloomington	MN	55435	
29777411	Logic Information Systems, Inc.	7760 France Avenue South, Suite 640	Bloomington	MN	55435	
29777412	Logical Brands, Inc.	4900 Centennial Blvd.	Nashville	TN	37209	
29784669	LogicSource, Inc.	20 Marshall Street	Norwalk	CT	06854-	
29790881	Logile, Inc.	2600 East Southlake Boulevard, Suite 120	Southlake	TX	76092	
29784671	LogMeln, Inc.	320 Summer Street	Boston	MA	02210-	
29784672	Lonchas Enterprises LLC	13135 Danielson St Ste 211	Poway	CA	92064	
29784673	London Import S.A.	PO BOX 731178	DALLAS	TX	75373-1178	
29784674	Lonza Consumer Health Inc.	5451 Industrial Way	Benicia	CA	94510	
29776562	Lonza Ltd	Muenchensteinerstrasse 38	Basel		4002	Switzerland
29790882	Lord Jameson	ADDRESS ON FILE				
29783714	Lorna Vanderhaeghe Health Solutions, Inc.	106A 3430 Brighton Avenue	Burnaby	BC	V5A 3H4	Canada
29784676	los productos	19 W. 44th St. Suite 811	New York	NY	10036	
29784677	Lotus Brands, Inc.	1100 E. Lotus Dr. Bldg #3	Silver Lake	WI	53170	
29623200	Louis Treiger Trustee of Samuel J Gree Grandson TRust #1UTA dated 12/11/87	6100 57th Ave. S	Seattle	WA	98118	

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29604490	Love You Foods, LLC	300 W Morgan Street, Suite 1510	Durham	NC	27701	
29604473	LoveBug Nutrition, Inc.	115 East 34th Street, Suite 1506	New York	NY	10156	
29649032	Lower Nazareth Commons, LP	c/o Regency Centers Corporation, One Independent Drive, Suite 114	Jacksonville	FL	32202	
29777414	Loyalty 360, Inc.	PO BOX 54407	Cincinnati	OH	45254	
29629365	LPK Brands, Inc.	19 Garfield Place, 8th Floor	Cincinnati	OH	45202	
29649033	LPN Properties LLC	5000 E. Grand River	Howell	MI	48843	
29649034	LSREF6 Legacy LLC	6688 N. Central Expressway, Suite 1600	Dallas	TX	75206	
29777420	Lumina Health Products Inc.	3693 Walden Pond Drive	Sarasota	FL	34240	
29777421	Lumos Inc.	7 South 1550 West #600	Lindon	UT	84042	
29777422	Luna Pharmaceuticals, Inc.	244 Weybosset Street, 2nd Floor, Suite 3	Providence	RI	02903-	
29777423	Lunada Biomedical	6733 S. Sepulveda Blvd # 115	Los Angeles	CA	90045	
29649036	M&J Wilkow Properties, LLC	20 South Clark Street, Suite 3000	Chicago	IL	60603	
29627831	M2 Ingredients, Inc	5931 Priestly Drive	Carlsbad	CA	92008	
29649038	Macerich Lakewood, LP	Agent for Macerich Lakewood LP, 401 Wilshire Boulevard, Suite 700	Santa Monica	CA	90401	
29899087	MacroLife Naturals, Inc	8477 Steller Drive	Culver City	CA	90232	
29790887	Macy's China Limited	2nd Floor, LiFung Tower, 868 Cheung Sha Wan Road	Kowloon		94107	China
29649039	Mad River Development LLC	240 Paramus Road, P.O. Box 707	Ridgewood	NJ	07450	
29777428	Madaen Natural Products Inc.	23811 Chagrin Blvd, Suite #10	Beachwood	OH	44122	
29777429	Madhava Natural Sweeteners	14300 E. 1-25 Frontage Rd	Longmont	CO	80504	
29790890	Maggie McIntosh	ADDRESS ON FILE				
29777433	Magnificent Seven LLC	2671 Fort Trenholm Rd	Johns Island	SC	29455	
29649040	Magnolia Enterprises, LLC	6847 83rd Ave SE	Mercer Island	WA	98040	
29649041	Malloy Properties Partnership No. 2	3 Wood Hill Drive	Redwood City	CA	94061	
29790891	Mamma Chia LLC	5205 Avenida Encinas, Suite E	Carlsbad	CA	92008	
29784700	MAN Sports	PO Box 871202	Mesquite	TX	75187	
29784701	Management Resource Systems	1907 Baker Road	High Point	NC	27263	
29790892	Manhattan Associates	2300 Windy Ridge Parkway, 10th Floor	Atlanta	GA	30339	
30284599	Manhattan Associates, Inc.	2300 Windy Ridge Parkway, 10th Floor	Atlanta	GA	30339	
29790893	Manitoba Harvest	ADDRESS ON FILE				
29627830	Manuka Health New Zealand Ltd	66 Weona Court	Te Awamutu		3800	New Zealand
29784706	Manuka Lab North America, Inc	859 East Sepulveda Blvd	Carson	CA	90745	
29777435	MapQuest.com, Inc.	1730 Blake Street	Denver	CO	80202	
29792633	Marine Nutriceutical Corporation	794 SUNRISE BLVD	MOUNT BETHEL	PA	18343	
29776568	Marine Stewardship Council International Limited	Marine House, 1 Snow Hill	London		EC1A 2DH	United Kingdom
29777439	Mark IV Operations, Inc.	82 John Miller Way	Kearny	NJ	07032-	
29777443	Mark IV Transportation & Logistics, Inc.	720 SOUTH FRONT STREET	Elizabeth	NJ	07202-	
29649042	Mark Leevan Glendale LLC	9454 Wilshire Boulevard, Suite 6000	Beverly Hills	CA	90212	
29623201	Market Place at Darien, LLC	c/o Mid-America Asset Management Inc., 9th Floor	Villa Park	IL	60181	
29790895	MarkIV Transportation and Logistics	720 SOUTH FRONT STREET	Elizabeth	NJ	07202-	

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ADRID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29790896	Marlin Lesher	ADDRESS ON FILE				
29784708	Marriott Hotel Services, Inc.	11730 Preston Road	Dallas	TX	75230	
29784709	Mars Botanical	20425 Seneca Meadows Parkway	Germantown	MD	20876	
29784713	Mass Probiotics, Inc.	1397 Charles Street	Boston	MA	02114-	
29784714	Mastek Inc.	15601 Dallas Pkwy, Suite 250	Addison	TX	75254	
29627723	Master Supplements, Inc.	PO Box 240 1600 Arboretum BLVD , 202	Victoria	MN	55386	
29784716	Match.com Events LLC	8750 N. Central Expressway, Suite 1400	Dallas	TX	75231	
29784717	Mate Revolution Inc.	PO Box 1192	Ashland	OR	97520	
29627580	Matrix Absence Management, Inc.	PO Box 953217	Saint Louis	MO	63195	
29784719	Matrix Health Products	9700 NE 126 Ave.	Vancouver	WA	98682	
29777446	Matrix Healthwerks Inc.	P.O. Box 2051	San Marcos	CA	92079	
29777447	Matthews Automation Solutions	W229 N2510 Duplainville Road	Waukesha	WI	53186	
29777447	Matthews Automation Solutions DBA Lightning Pick	W229 N2510 Duplainville Road	Waukesha	WI	53186	
29777448	Matthews Automation Systems	N114 W18770 Clinton Drive	Germantown	WI	53022	
29777449	Matthews International Corporation dba Lightning Pick	N114 W18770 Clinton Dr.	Germantown	WI	53022	
29777450	Matthews International DBA Lightning Pick	N114 W18770 Clinton Drive	Germantown	WI	53022	
29777450	Matthews International DBA Lightning Pick	W229 N2510 Duplainville Road	Waukesha	WI	53186	
29777452	MAVEA LLC	675 Tollgate Road Suite G	Elgin	IL	60123	
29790899	Maverick Brands, LLC	2400 Wyandotte Street, Suite B103	Mountain View	CA	94043	
29784721	Maximum International	500 NE 25th St #10	Pompano Beach	FL	33064	
29784722	Mayer Laboratories, Inc.	1950 Addison Street, Suite #101	Berkeley	CA	94704	
29784723	Maypro Industries LLC	2975 Westchester Avenue	Purchase	NY	10577	
29623203	Maywood Mart TEI Equities	55 Fifth Avenue	New York City	NY	10003	
29623204	MBB Gateway Associates	Pomegranate RE, 33 Rock Hill Road	Ardmore	PA	19003	
29784728	mbg	13297 SCRUB JAY COURT	Port Charlotte	FL	33953	
29784731	McCranie Inc, DBA Harbinger	801 Chadbourne Rd, Suite 103	Fairfield	CA	94534	
29777457	Mckinsey & Company, Inc. United States	55 East 52nd Street	New York	NY	10022	
29777458	McMurtry/TMG, LLC	228 E. 45th Street	New York	NY	10017	
29777460	MD Science Lab LLC	2131 Blount Road	Pompano Beach	FL	33069	
29623205	MD2 Algonquin, LLC	c/o Tiffany Earl Williams, 417 1st Ave SE	Cedar Rapids	IA	52401	
29777462	ME Moringa LLC	15 Braemer Road	East Setauket	NY	11733	
29777464	Meadowlands Fire Protection	348 New County Road	Secaucus	NJ	07094-	
29777464	Meadowlands Fire Protection Corp.	348 New County Road	Secaucus	NJ	07094-	
29623206	Mears Oak Investors LLC & Mears Oak	412 Oakmears Crescent, Suite 102	Virginia Beach	VA	23462	
29777466	Media Brokers International	555 North Point Center East, Suite 700	Alpharetta	GA	30022	
29790904	Media Brokers International, Inc.	555 North Point Center East, Suite 700	Alpharetta	GA	30022	
29784733	MediaNug, LLC	545 Cypress Ave	Hermosa Beach	CA	90254	
29784734	Mediaplanet Publishing House, Inc.	350 7TH AVENUE, 18TH FLOOR	New York	NY	10001	
29790906	Medical Research Institute (MRI)	444 De Haro , Suite 209	San Francisco	CA	94107	
29627645	MediNatura, Inc.	10421 Research Road SE	Albuquerque	NM	87123	

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29784737	Meditrend, Inc. DBA Professional Formulations	4820 Eubank Blvd NE	Albuquerque	NM	87111	
29784738	Medport LLC	23 Acorn Street	Providence	RI	02903-	
29784740	Melaleuca, Inc.	3910 South Yellowstone Highway	Idaho Falls	ID	83402	
29784743	Memphis Light, Gas and Water Division	PO BOX 2440	SPOKANE	WA	99210-2440	
29784744	Mendias & Milton, LLC d/b/a My Fit Foods	5000 Plaza on the Lake, Suite 380	Austin	TX	78746	
29784745	MerchSource, LLC	15 Cushing	Irvine	CA	92618	
29777468	Mercola.com Health Resources LLC	3200 West Higgins Road	Hoffman Estates	IL	60169	
29623207	Meridian Place, LLC	C/O NEIL WALTER CO, PO BOX 2181	Tacoma	WA	98401	
29783716	Merrithew International Inc.	2200 Yonge Street, Suite 500	Toronto	ON	M4S 2C6	Canada
29623208	Meshanticut Properties, Inc.	1414 Atwood Ave.	Johnston	RI	02919	
29604495	METACAN, INC.	708 Gravenstein Hwy North Suite 188	Sebastopol	CA	95472	
29777473	Metropolitan Trucking Inc.	6675 Low Street	Bloomsburg	PA	17815	
29777475	MHP, LLC d/b/a MuscleMeds	21 Dwight Place	Fairfield	NJ	07004-	
29777477	Michael's Health Products	6003 Randolph Blvd	San Antonio	TX	78233	
29792506	Micro Strategies	PO BOX 409671	Atlanta	GA	30384	
29784751	Microsoft Corporation	P.O. BOX 842103	DALLAS	TX	75284-2103	
30282382	MicroStrategy Services Corporation	PO BOX 409671	Atlanta	GA	30384	
29784756	Midas	2450 VILLAGE COMMONS DRIVE	ERIE	PA	16506	
29623209	Mid-Atlantic-Lynchburg LLC	13900 Eastbluff Road	Midlothian	VA	23112	
29605944	Military Makeover, LLC	3860 N. Powerline Road	Deerfield Beach	FL	33073	
29777482	Millennium Coupon Redemption Services, Inc.	50 Mount Prospect Avenue, Suite 204	Clifton	NJ	07013-	
29777483	Millennium Sport Technologies	P.O. BOX 1137, 303 W. COLVILLE	CHEWELAH	WA	99109	
29777485	mindbodygreen	2980 McFarlane Rd	Miami	FL	33133	
29777485	mindbodygreen, LLC	2980 McFarlane Rd	Miami	FL	33133	
29790908	Minerva Research Labs Ltd.	9465 Wilshire Blvd , Suite 300	BEVERLY HILLS	CA	90210	
29777487	Minisoft, Inc.	1024 First Street	Snohomish	WA	98290	
29777489	MiTAC Digital Corp	471 El Camino Real	Santa Clara	CA	95050	
29784759	Mitsubishi Electric Power Products, Inc.	547 Keystone Drive, Suite 300	Warrendale	PA	15086	
29649043	MJF/HIGHLAND RE Holding Company, LLC	1622 Willow Road, Suite 201	Winnetka	IL	60093	
29784762	MJM Sourcing, LLC	1137 Conveyor Lane #102	Dallas	TX	75247	
29649044	MK Kapolei Common, LLC	MMI Realty Services Inc., 4211 Waialae Ave., Ste. 33	Honolulu	HI	96816	
29649045	MK Kona Commons LLC	c/o McNaughton Inc., 1288 Ala Moana Boulevard, Suite 208	Honolulu	HI	96814	
29649046	MKPAC, LLC	2500 Westmont Circle	Sterling Heights	MI	48310	
29649047	MLM Chino Property, LLC	c/o MetLife Investment Management LLC, 601 South Figueroa, Suite 2900	Los Angeles	CA	90071	
29649048	ML-MJW Port Chester SC Owner LLC	20 South Clark Street, Suite 3000	Chicago	IL	60603	
29649049	MLO Great South Bay LLC	c/o Olshan Properties, 600 Madison Avenue, 14th Floor	New York City	NY	10022	
29649050	MMG Plantation CP, LLC	c/o Horizon Properties as agent, 18610 NW 87th Avenue, Suite 204	Hialeah	FL	33015	

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29649051	MMG Plantation Square, LLC	c/o Horizon Properties as agent, 18610 NW 87th Avenue, Suite 204	Hialeah	FL	33015	
29777493	Modern Products, Inc.	6425 W. Executive Dr.	Mequon	WI	53092	
29790913	Modis, Inc.	10151 DEERWOOD PARK BLVD, BUILDING 200, SUITE 400	Jacksonville	FL	32256	
29790914	Mohammed F Alhokair & Co.	PO Box 1360	Riyadh		11321	Saudi Arabia
29777497	Monopoli Music Group LLC	MONOPOLI MUSIC GROUP LLC, 42 MOUNTAINVIEW DRIVE	Clifton	NJ	07013-	
29604533	Monster Energy Company	1 Monster Way	CORONA	CA	92879	
29649052	Montgomery EastChase, LLC	c/o 5Rivers CRE LLC, 945 Heights Blvd	Houston	TX	77008	
29649053	Montgomery Trading LLC	12 East 46th St - Suite 301 D	New York City	NY	10017	
29649054	Moore Properties Capital Blvd LLC	8001 Skyecroft Commons Drive	Waxhaw	NC	28173	
29785652	Morgan Li, LLC	383 E 16th St.	Chicago Heights	IL	60411	
29623210	Mori Burlington LLC	16 Nolen Circle	Voorhees Township	NJ	08043	
29785654	Morningstar Minerals	22 Rd 3957	FARMINGTON	NM	87401	
29790916	Moroccan Magic LLC	33 Thompson Lane	MILTON	MA	02186-	
29785656	Mosaic ATM, Inc. DBA Mosaic Data Science	540 For Evans Road, NE Ste. 300	Leesburg	VA	20176	
29623211	Mosaic Reisterstown Road Owner LLC	c/o MFI Inc., 2800 Quarry Lake Drive, Suite 340	Baltimore	MD	21209	
29785658	Motherlove Herbal Company	1420 Riverside Avenue , 114	FORT COLLINS	CO	80524	
29785659	Mount Franklin Nutritionals LLC	2720 Southgate Drive	SUMTER	SC	29154	
29777503	Mountain High Organics, Inc., d/b/a Beveri Nutrition	9 South Main Street, P.O. Box 1450	New Milford	CT	06776-	
29777505	Movable, Inc.	5 Bryant Park (1065 6th Avenue), 9th Floor	New York	NY	10018	
29784776	MRM	2665 Vista Pacific Dr.	Oceanside	CA	92056	
29627951	MRO MaryRuth, LLC	1171 S. Robertson Blvd #148	Los Angeles	CA	90035	
29784778	MS Packaging and Supply Corp.	50 Rocky Point Yaphank Road, Suite A	Rocky Point	NY	11778	
29623212	MSG94, II, LLC	32680 Northwestern Highway	Farmington	MI	48334	
29784782	Muhammad Kamran Awan	14-A Oak Branch Drive	Greensboro	NC	27407	
29784783	MullenLowe U.S., Inc.	40 Broad Street	Boston	MA	02109-	
29623213	Mundy Street Square, L.P.	1140 Route 315, Suite 201	Wilkes-Barre	PA	18702	
29777515	MUNTECH PRODUCTS, INC	1010 OBICI INDUSTRIAL BLVD.	SUFFOLK	VA	23434	
29619742	Muriel Gonzalez	ADDRESS ON FILE				
29623214	Musca Properties LLC	1300 E. 9th St.	Cleveland	OH	44114	
29777517	Muscle Elements Inc.	6500 West Rogers Cir, Suite 5000	Boca Raton	FL	33487	
29777518	Muscle Foods USA	701 Hudson Ave.	SCRANTON	PA	18504	
29627717	Muscle Warfare, Inc.	3133 Fortune Way Ste 15	Wellington	FL	33414	
29790921	MusclePharm Corp	4721 Ironton St. , Building A	DENVER	CO	80237	
29777521	Mushroom Wisdom, Inc.	1 Madison Street, Bldg. F-6	East Rutherford	NJ	07073-	
29783717	My Matcha Life Products Inc	108-1857 West 4th Avenue	Vancouver	BC	V6J 1M4	Canada
29784785	MyChelle Dermaceuticals LLC	1301 Courtesy Rd	Louisville	CO	50027	
29784786	N & B, LLC	5681 E 56th Ave	BIRMINGHAM	AL	35202	
29623215	N & P Realty Associates, LLC	P.O. Box 590291	Newton Centre	MA	02459	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29623216	N & R PASTOR, L.L.C.	2617 Beacon Hill	Auburn Hills	MI	48326	
29784792	NAC Marketing Company, LLC	95 Executive Dr., Suite 14	Edgewood	NY	11717	
		c/o Centrecorp Management Services LLLP, 12761				
29623217	NADG/SG Riverdale Village LP	Riverdale Blvd., Suite 104	Minneapolis	MN	55448	
29645250	Nadina Guglielmetti	ADDRESS ON FILE				
29784794	Naked Earth, Inc.	PO Box 245	Katonah	NY	10536	
29627793	Naked Whey, Inc.	475 Brickell Ave #5408	Miami	FL	33131	
29777523	National Delivery Systems, Inc.	7021 Columbia Gateway Drive, Suite 420	Columbia	MD	21046	
29777525	Natren Inc.	3105 Willow Lane	Westlake Village	CA	91361	
29777526	Natrient LLC	10624 S. Eastern Ave. , A-764	HENDERSON	NV	89052	
29777527	Natrol, Inc.	21411 Prairie Street	Chatsworth	CA	91311	
29627768	NATULIQUE	27 BLAKE AVE.	LYNBROOK	NY	11563	
29777529	Natural Alternatives International, Inc.	PO BOX 149348	Austin	TX	78714	
29777530	NATURAL CHEMISTRY L. P.	40 RICHARDS AVENUE	NORWALK	CT	06854-	
29777531	Natural Dynamix Inc.	6351 Chalet Dr	Los Angeles	CA	90040	
29670086	Natural Factors Nutritional Products Inc.	1111 80th St SW Suite 100	Everett	WA	98203	
29777533	Natural Health International	224 6th Street	SAN FRANCISCO	CA	94103	
29784797	Natural Health Partners, LLC	125 SW 3rd Place	Cape Coral	FL	33991	
29784798	Natural Motives LLC	P.O. Box 5265	Miami	FL	33256-5265	
29784799	Natural Organics, Inc.	548 Broadhollow Road	Melville	NY	11747	
29784800	Natural Path / Silver Wings	P.O. Box 210469	Nashville	TN	37221	
29604304	Natural Sources	P.O. Box 4298	SAN CLEMENTE	CA	92674	
29784802	Natural Vitality	8500 Shoal Creek Blvd., Suite 208	AUSTIN	TX	78757	
29627686	Natural Vitality #5284	8500 Shoal Creek Blvd., Suite 208	AUSTIN	TX	78757	
29627665	Natural-Immunogenics Corp.	3265 W. McNab Rd.	Pompano Beach	FL	33069	
29784804	Naturally Uncommon, LLC	14 Industrial Way Unit A	Atkinson	NH	03811-	
29790924	NaturaNectar LLC	1560 Sawgrass Corporate Pkwy , 4th Floor	Sunrise	FL	33323	
29784806	Nature Delivered, Inc.	36 West 25th Street	New York	NY	10010	
29604292	Nature's Answer	75 Commerce Drive	Hauppauge	NY	11788	
29784807	Nature's Answer	75 Commerce Drive	Hauppauge	NY	11788	
29651363	Nature's Fusions LLC	1405 W 820 N	Provo	UT	84601	
29784809	Nature's Godfather LLC	405 Waltham St. #168	Lexington	MA	02421-	
29777534	Nature's Sources, LLC	5665 W. Howard Street	Niles	IL	60714	
29777535	Nature's Stance	13135 Danielson St Ste 211	Poway	CA	92064	
29777536	Nature's Value, Inc.	468 Mill Road	Coram	NY	11727	
29777537	NaturMed Inc.	661 E. Howards Rd, Suite C	Camp Verde	AZ	86322	
29790925	Navitas LLC	9 Pamaron Way , Suite J	NOVATO	CA	94949	
29777539	Nawgan Products, LLC	300 Hunter Ave. Ste #102	St. Louis	MO	63124	
29777540	NBTY	2100 SMITHTOWN AVENUE	RONKONKOMA	NY	11779	
29777541	Ndal Manufacturing Industries Inc.	P.O. Box 2273	Columbus	GA	31902	
29623218	Needham Chestnut Realty, LLC	1234 Boylston St.	Chestnut Hill	MA	02467	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29623219	Nella NT, LLC, Tower NT, LLC, Stephen and Anne NT, LLC	PO Box 1200	Woodland	CA	95776	
29783718	Nelmar Security Packaging Systems Inc.	3100 rue des Batisseurs	Terrebonne	QC	J6Y 0A2	Canada
29604396	NeoCell Corporation	1301 Sawgrass Corporate Parkway	FORT LAUDERDALE	FL	33323	
29784811	Neopost USA Inc.	478 Wheelers Farms Road	Milford	CT	06461-	
29784812	Netconcepts, LLC	2101 91st Street	North Bergen	NJ	07047-	
29784814	NetSPL, Inc.	800 Washington Avenue North, Suite 670	Minneapolis	MN	55401	
29784815	Neuliven Health, Inc.	10171 Pacific Mesa Blvd, St 302	San Diego	CA	92121	
29784816	Never Too Hungover, LLC	4085 W. Nevso Drive	Las Vegas	NV	89103	
29784817	New Chapter, Inc.	90 Technology Drive	Brattleboro	VT	05301-	
29784820	New Horizons	43 WEST 42ND ST.	New York	NY	10036	
29604434	New Nordic US Inc.	1000 N.W. Street, Suite 1200	Wilmington	DE	19801	
29649055	New Plan Florida Holdings, LLC	c/o Brixmor Property Group, 200 Ridge Pike, Suite 100	Conshohocken	PA	19428	
29649056	New Plan of Arlington Heights, LLC	c/o Brixmor Property Group, 200 Ridge Pike, Suite 100	Conshohocken	PA	19428	
29777548	New Wave Enviro Products	6595 S. Dayton, Suite 1000	Denver	CO	80246	
29777550	NEW WHEY NUTRITION, LLC	5707 DOT COM COURT, SUITE 1079	OVIEDO	FL	32765	
29777551	New York Bakery of Syracuse Inc	310 Lakeside Road	Syracuse	NY	13209	
29777553	Newegg Inc.	16839 E. Gale Avenue	City of Industry	CA	91745	
29677277	Newfoundland and Labrador, LLC	Attn: Lisa Wheeler, 145 Aberdeen Avenue, Unit 1	St John's	NL	A1A 5P6	Canada
29649057	Newington Corner LLC	7248 Morgan Road	Liverpool	NY	13088	
		c/o Shin Yen Management Inc., 4016 Grand Avenue, Suite B				
29649058	Newport Property, LLC		Chino	CA	91710	
29784823	Next Gen Health Solutions, LLC	500 Campus Drive Suite 203	Morganville	NJ	07751-	
29784824	Next Step Staffing LLC	725 RIVER ROAD, #200	Edgewater	NJ	07020-	
		PO BOX 620				
29790928	Nextag	270 S. Carter St.	Okolona	MS	38860	
29784826	NextFoods, Inc.	5480 Valmont Suite 250	Boulder	CO	80301	
29784827	NGS Global Americas, LLC	2603 Camino Ramon, Suite 200	San Ramon	CA	94583	
29649059	Nicklaus of Florida, Inc.	4615 Gulf Blvd., Suite 119	St. Petersburg	FL	33706	
29629537	Nike Communications, Inc.	75 BROAD STREET, SUITE 815	New York	NY	10004	
29784832	Nitro Sports Supplements LLC	1445 N. Fiesta Blvd, STE #100 , STE # 100	Gilbert	AZ	85233	
29784833	Nitta Gelatin NA, Inc.	598 Airport Blvd., Suite 900	Morrisville	NC	27560	
		c/o Newmark Merrill Companies Inc., 24025 Park Sorrento, Suite 300				
29649060	NMC Melrose Park, LLC		Calabasas	CA	91302	
29791906	NMHG Financial Services, Inc.	2101 91 st STREET	NORTH BERGEN	NJ	07047-	
29791906	NMHG Financial Services, Inc.	2101 91st STREET	NORTH BERGEN	NJ	07047-	
29777559	NNC LLC	1 City Blvd, West, Suite 1440	Orange	CA	92868	
29649061	NNN REIT, Inc.	450 South Orange Avenue, Suite 900	Orlando	FL	32801	
29777562	Non-GMO Project	1155 N State Street, Suite 502	Bellingham	WA	98225	
29627669	Nordic Naturals	94 Hangar Way	Watsonville	CA	95076	
29777566	Nordic Naturals, Inc.	94 Hangar Way	Watsonville	CA	95076	

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29792713	North American Herb & Spice	13900 W. Polo Trail Drive	LAKE FOREST	IL	60045	
29604646	North American Herb & Spice LLC	13900 W. Polo Trail Drive	LAKE FOREST	IL	60045	
29649062	North Attleboro Marketplace III, LLC	1414 Atwood Avenue	Johnston	RI	02919	
29649063	North Point Village Two, LLC	2964 Peachtree Road, Suite 380	Atlanta	GA	30305	
29649064	North San Gabriel, LLC	80 South Lake Avenue, Suite 550	Pasadena	CA	91101	
29784839	NorthBound Nutrition, LLC	2015 S. Morgan St., Ste. 107	Granbury	TX	76048	
29649065	Northglenn Plaza LLC	43 Inverness Drive East	Englewood	CO	80112	
29784845	Northwest Nutritional Foods LLC	10522 Lake City Way NE, Suite C104	Seattle	WA	98125	
29777567	NOW Health Group, Inc.	244 Knollwood Drive, Suite 300	Bloomingdale	IL	60108	
29777567	NOW Health Group, Inc. dba NOW Foods	244 Knollwood Drive, Suite 300	Bloomingdale	IL	60108	
		c/o GRACO Real Estate Development Inc., 4010 82nd Street, Suite 302				
29623220	NPC 2015, LLC c/o Graco Real Estate Development, Inc.	Lubbock	TX	79423		
29623221	NRF - Pennock LLC	c/o Last Mile Investments, 212 E 3rd Street, Suite 200	Cincinnati	OH	45202	
29790934	Nubreed Nutrition	28910 Ave Penn , Suite #213	VALENCIA	CA	91355	
29777571	NuGo Nutrition	520 SECOND STREET	OAKMONT	PA	15139	
29777572	Nulab, Inc.	2151 Logan Street	Clearwater	FL	33765	
29777573	Nuline Nutritionals, LLC	112 West 34th, 18th Floor	New York	NY	10120	
29777574	NuLiv Science USA, Inc.	255 Paseo Tesoro	Walnut	CA	91789	
29777575	Numi Inc. LLC	PO Box 20420	Oakland	CA	94620	
29777576	Numina Group Incorporated	10331 Werch Drive	Woodridge	IL	60517	
29777577	NuNaturals Inc	2220 W. 2nd Ave , #1	EUGENE	OR	97402	
29784847	Nutiva	213 West Cutting Blvd	RICHMOND	CA	94804	
29784848	NutraBio Labs, Inc	564 Lincoln Boulevard	Middlesex	NJ	08846-	
29904292	Nutraceutical Corporation	1400 Kearns Blvd	PARK CITY	UT	84060	
29784850	NutraFusion Nutritionals	500 Memorial Dr	Somerset	NJ	08873-	
29784851	Nutramax Laboratories Consumer Care, Inc.	2208 Lakeside Blvd.	Edgewood	MD	21040	
29784852	NutraSky LLC	P.O. BOX 6145	INDIANAPOLIS	IN	46206-6145	
29784853	Nutravail LLC	14790 Flint Lee Road	Chantilly	VA	20151	
29792738	Nutrawise Corporation	9600 Toledo Way	IRVINE	CA	92618	
29739925	Nutrex Hawaii, Inc.	73-4460 Queen Kaahumanu Hwy #102	Kailua-Kona	HI	96740	
29784856	Nutrex Research, Inc.	579 South Econ Circle	Oviedo	FL	32765	
29784857	NutriBiotic	865 Parallel Dr	LAKEPORT	CA	95453	
29784858	NutriForce Nutrition	14620 NW 60 AVENUE	MIAMI LAKES	FL	33014	
29784859	NutriGold Inc	1467 W 105N	OREM	UT	84057	
29790936	NutriKiel, LLC	65 Cardinal Drive	GLASTONBURY	CT	06033-	
29777579	NutriScience Innovations, LLC	2450 Reservoir Avenue	Trumbull	CT	06611-	
29604387	Nutrition 53, Inc.	3706 Mt. Diablo Blvd.	Lafayette	CA	94549	
29777581	Nutrition Training Systems, LLC d/b/a Muscleology	3901 SW 47 AVE # 409	Davie	FL	33314	
29627627	Nutritional Brands	1610 W. Whispering Wind Drive	PHOENIX	AZ	85085	
29777583	Nutritional Supply Corp	317 Industrial Circle	LIBERTY	TX	77575	
29777584	Nutritional Therapeutics, Inc.	63 Mall Drive, Suite A	Commack	NY	11725	

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29606019	Nutrivo LLC	1785 N. EDGELAWN DRIVE	Aurora	IL	60506	
29777586	Nuts 'N More	10 Almeida Street	East Providence	RI	02914-	
29627719	NUUN and CO. Inc.	800 Maynard Ave S Suite 102	Seattle	WA	98122	
29784860	NuWest Logistics, LLC	190 East Main Street	Huntington	NY	11743	
29784861	NuZee, Inc.	2865 Scott St #101	Vista	CA	92081	
29784862	NWC Naturals Pet Products LLC	27071 Cabot Rd. , 117	Laguna Hills	CA	92653	
29623222	O.J.B. Investment Group LC	4905 Del Ray Ave., Suite 200	Bethesda	MD	20814	
29623223	O.J.B./AJRE JV, LC	4905 Del Ray Ave., Suite 200	Bethesda	MD	20814	
29784870	Oceanblue LLC	6501 Congress Ave	BOCA RATON	FL	33487	
29623224	Oceanside Associates LLC	591 Stewart Ave., Suite 100	Garden City	NY	11530	
29623226	Oglethorpe Associates LLLP	3300 Cobb Parkway, Suite 120	Atlanta	GA	30339	
29777593	Oh My Spice, LLC	1599 Superior Ave. Unit B-3	Costa Mesa	CA	92627	
29777595	Ola Loa	1555 Burke Ave. Unit K	SAN FRANCISCO	CA	94124	
29623227	Old Brandon First Colonial Assoc., LLC	1700 Wells Fargo Center, 440 Monticello Ave.	Norfolk	VA	23510	
29623228	Oleinik Property Holding Co., LLC	PO Box 1568	Gillette	WY	82717	
29777598	Oliver Wyman Actuarial Consulting, Inc.	1166 Avenue of the Americas, 28th Floor	New York	NY	10036-2708	
29777599	Olivina Napa Valley LLC	3343 Aspen Grove Drive, Suite 200	Franklin	TN	37067	
29627816	Olly Public Benefit Corporation	1169 Gorgas Ave. , A	SAN FRANCISCO	CA	94129	
29784874	Olympian Labs	16641 N 91st Street , Suite 101	SCOTTSDALE	AZ	85260	
29784875	Omega Products, Inc.	3355 Enterprise Avenue, Suite 160	Fort Lauderdale	FL	33331	
29776554	OmniActive Health Technologies Ltd	Cybertech House, Ground Floor, J B Sawant Marg, Wagle Industrial Estate	Thane (West)	MH	400604	India
29776554	OmniActive Health Technologies Ltd	Phoenix House, Fifth Floor, 462, S B Marg, Lower Parel	Mumbai		400 013	India
29784876	Omojo Health USA Inc.	333 North Hill Blvd.	Burlington	WA	98233	
29784877	On Shelf Availability Retail Services (OSA)	201 S 19TH ST, SUITE P	Rogers	AR	72758	
29623229	One Continental Avenue Corp.	43-29 Bell Boulevard	Queens	NY	11361	
29784880	One Point Logistics, Inc.	159 4th Avenue North	Nashville	TN	37219	
29784884	Only Natural, Inc.	31 Saratoga Blvd	Island Park	NY	11558	
29784885	Only What You Need, Inc.	100 Passaic Avenue, Suite 100	Fairfield	NJ	07004-	
29604429	Onnit Labs	4401 Freidrich Lane , Suite 302	AUSTIN	TX	78744	
29777601	Onnit Labs, LLC	4401 Freidrich Lane , Suite 302	AUSTIN	TX	78744	
29898117	Ontario Refrigeration Service, Inc.	5824 South 25th Street	Phoenix	AZ	85040	
29777603	Oona Health	803 WASHINGTON STREET	NEW YORK	NY	10014	
29777604	Optimize Hire, LLC	7413 Six Forks Road, Ste. 144	Raleigh	NC	27615	
29629580	Optimizely, Inc.	631 Howard Street, Suite 100	San Francisco	CA	94105	
29777606	Optimum Nutrition	975 Meridian Lake Drive	Aurora	IL	60504	
29777607	Option Three Consulting Pvt. Ltd.	2101 915 St.	North Bergen	NJ	07047-	
29777609	Optiv Security Inc.	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29777609	Optiv Security Inc.	PO BOX 561618	Denver	CO	80256	
29784887	Oracle	PO BOX 203448	Dallas	TX	75320-3448	
30168095	Oracle America, Inc.	500 Oracle Parkway	Redwood Shores	CA	94065	

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29784889	Oral Essentials, Inc.	436 N. Roxbury Drive, Suite #202	Beverly Hills	CA	90210	
29784890	Orange Peel Enterprises, Inc.	2183 Ponce de Leon Circle	Vero Beach	FL	32960	
29627808	ORB Life Sciences, LLC	221 S. Cherokee Street	Denver	CO	80223	
29651049	Orchard Hill Park, LLC	83 Orchard Hill Park Drive	Leominster	MA	01453	
29784895	OrderGroove, Inc.	75 Broad St., 23rd Floor	New York	NY	10004	
29604414	Oregon's Wild Harvest	39831 HWY 26	Sandy	OR	97055	
29627720	Orgain, Inc.	PO Box 4918	Irvine	CA	92616	
29777611	Organic Food Bar, Inc.	209 South Stephanie Street, B235	Henderson	NV	89012	
29777612	ORGANIC INDIA USA	944 PEARL ST	BOULDER	CO	80302	
29777613	Organifi LLC	7535 Metropolitan Dr	SAN DIEGO	CA	92108	
29777614	Origin Labs	946 US RT 2	Wilton	ME	04294-	
29884989	Orkin LLC	10813 MIDLOTHIAN TURNPIKE	NORTH CHESTERFIELD	VA	23235	
29777617	Orkin Pest Control	10813 MIDLOTHIAN TURNPIKE	NORTH CHESTERFIELD	VA	23235	
	OU UNION OF ORTHODOX JEWISH CONGREGATIONS OF AMERICA	11 Broadway	New York	NY	10004	
29790540	Outer Drive 39 Development Co. LLC	One Town Square, Suite #1600	Southfield	MI	48076	
29784899	Oxford Valley Road Associates	PO Box 935775	Atlanta	GA	30354	
29784900	OxyLife Nutritional Supplements Inc.	P.O. Box 6451	Chula Vista	CA	91909	
29784901	Pacific Health Labs	100 Matawan Road Suite 150	Matawan	NJ	07747-	
29651051	Pacific National Group, LLC	2400 South Blvd., Suite 300	Charlotte	NC	28202	
29784903	Pacific World Corp.	25800 Commercentre Drive	Lake Forest	CA	92630	
29651052	Pacific/DSLA No.2	One Corporate Plaza, 2nd Floor	Newport Beach	CA	92660	
29651053	Pacific/Youngman-Woodland Hills	One Corporate Plaza, Second Floor	Newport Beach	CA	92568	
29784906	Pacificore Construction	18201 McDURMOTT W STE B	Irvine	CA	92614	
		730 BEV ROAD				
29790954	Package All Corp	SUITE 2	Boardman	OH	44512	
29790954	Package All Corporation	655 Church Street	Bayport	NY	11705	
29790955	Packaging Corporation of America	PO BOX 12406	Newark	NJ	07101-3506	
29651054	PAD4 PAD6 VV LLC	6305 Gayton Place	Malibu	CA	90265	
29776529	Paleo Ethics Inc.	3318 Second Street	Cornwall	ON	KWH658	Canada
29776529	PaleoEthics Inc.	3318 Second Street	Cornwall	ON	KG#658	Canada
29651055	Palm Beach Outlets I, LLC	c/o New England Development, 75 Park Plaza	Boston	MA	02116	
		c/o Acadia Realty Trust, 411 Theodore Fremd Avenue, Suite 300				
29651056	Palm Coast Landing Owner LLC		New York City	NY	10580	
29651057	Palm Springs Mile Associates, LTD.	419 West 49th Street, Suite 300	Hialeah	FL	33012	
29777627	Pantera LLC	PO BOX 26657	Scottsdale	AZ	85255	
29777629	Panthera Pharmaceuticals	11 A Lincoln Street	COPIAGUE	NY	11726	
29604530	Papa & Barkley Essentials, LLC	303 S Broadway, Suite 200-320	Denver	CO	80209	
	Papou Varvavas Anastasia Realty Trust u/a dated September 23, 2020	ADDRESS ON FILE				
29623230						
29784912	Paracelsus Labs Inc.	PO Box 7277	Boulder	CO	80306	

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29784913	Paradise Herbs & Essentials	19051 Goldenwest St. , 104-306	HUNTINGTON BEACH	CA	92648	
29784916	Paramount Beauty Distributing Associates Inc.	41 Mercedes Way Unit 34	Edgewood	NY	11717	
29784918	Parfums de Coeur, Ltd.	6 High Ridge Park Floor C2	Stamford	CT	06902-	
29784921	Park Place Technologies	C/O SSG MANAGEMENT LLC, 204 N HOWARD	TAMPA	FL	33606	
30345489	Park V Partners, LLC	6995 Union Park Center, Suite 440	Midvale	UT	84047	
29623231	Parker Place Group, LLC	c/o Knorr Management Inc., 5525 Rebecca Way, Suite A	Corning	CA	96021	
29623232	Parkridge Center Retail, LLC	c/o Willard Retail, 4800 Hampden Lane	Bethesda	MD	20814	
29623233	PARM Golf Center, LLC	c/o Caton Commercial, 1296 Rickert Drive, Suite 200	Naperville	IL	60540	
29777634	Partnership Staffing Incorporated	PO BOX 823461	Philadelphia	PA	19182-3461	
29623234	Pasadena Hastings Center	15250 Ventura Blvd., Suite 1010	Sherman Oaks	CA	91403	
29777638	PAUL Naturals Pet Product	27011 Cabot Rd # 117	Laguna Hills	CA	92683	
29777639	Pauling Labs Inc	4550 Birch-bay Lynden Road , PMB 1188	BLAINE	WA	98230	
29784928	Paychex of New York LLC	GENERAL POST OFFICE, PO BOX 29769	New York	NY	10087-9769	
29784931	PayFlex Systems USA, Inc.	10802 Farnam Drive, Suite 100	Omaha	NE	68154	
29784932	Payment Processing Services, LLC	236 Carmichael Way, Suite 300	Chesapeake	VA	23322	
29784933	Paymentech, LLC	14221 Dallas Parkway	Dallas	TX	75254	
29784933	Paymentech, LLC	4 Northeastern Boulevard	Salem	NH	03079-	
29784933	Paymentech, LLC	8181 Communications Pkwy	Plano	TX	75024	
	Paymentech, LLC for itself and on behalf of JPMorgan					
29784936	Chase Bank, N.A.	8181 Communications Pkwy	Plano	TX	75024	
29776530	PayPal CA Limited	Brunswick House, 44 Chipman Hill Suite 1000	Saint John	NB	E2L 2A9	Canada
29777644	PayPal, Inc.	eBay Park North, 2211 North First Street	San Jose	CA	35131	
	PC San Ysidro PB, LLC, PC International PB, LLC, and PC	c/o Pacific Castle Management Inc., 2601 Main Street,				
29623235	Iagio PB, LLC	Suite # 900	Irvine	CA	92614	
29623236	PCCP/LDC Pearl Kai LLC	98-199 Kamehameha Hwy., Suite H-14	Aiea	HI	96701	
	Peabody Center LLC, Chase Decatur LLC, and London	c/o Chase Properties Ltd., 3333 Richmond Road Suite				
29623237	Development Ltd.	320, Suite 320	Beachwood	OH	44122	
29777652	Peaceful Mountain, Inc.	201 Apple Blvd	Woodbine	IA	51579	
		5995 Wilcox Place				
29790965	Pear	Suite A	Dublin	OH	43016	
29777654	Pear Therapeutics	1000 W. Maude Ave	Sunnyvale	CA	94085	
29784937	Pear Therapeutics, Inc.	55 Temple Place, 3rd Floor	Boston	MA	02111-	
		c/o Bamboo Property Management, 9500 Front Street				
29623238	Pearl Street Retail, T.I.C.	South, Suite 200	Lakewood	WA	98499	
29784939	Peico, Inc.	16366 COLLECTION CENTER DRVIE	Chicago	IL	60693	
29784940	Pelco, Inc.	16366 COLLECTION CENTER DRVIE	Chicago	IL	60693	
29784941	PENformance	905 Shotgun Rd	Sunrise	FL	33326	
29784942	Penta Water LLC	1601 E. Steel Road	COLTON	CA	92324	
29784944	Perceptyx, Inc.	28765 Single Oak Dr #250	Temecula	CA	92590	
29784945	Perfect Shaker Inc.	369 Lang Blvd	Grand Island	NY	14072	

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29784946	Perficient	BOX 207094	Dallas	TX	75320-7094	
29784947	Perficient, Inc.	520 Maryville Centre Drive, Suite 400	St. Louis	MO	63141	
29784947	Perficient, Inc.	555 Maryville University Dr., Suite 600	St. Louis	MO	63141	
29784949	Performance Brands	905 SHOTGUN RD.	FORT LAUDERDALE	FL	33326	
29627827	PERFORMIX, LLC	221 South Cherokee Street	Denver	CO	80223	
29792523	Personify Health, Inc.	DEPT 3310, PO BOX 123310	Dallas	TX	75312-3310	
29792523	Personify Health, Inc. fka Virgin Pulse, Inc.	DEPT 3310, PO BOX 123310	Dallas	TX	75312-3310	
29777657	Pervine Foods, LLC	111 Terence Drive	Pittsburgh	PA	15236	
29623239	Peters Development, LLC	c/o Dan Hill, 645 N. Main Street	High Point	NC	27260	
29649066	PHD @ Western, LLC	14768 Enclave Lakes Drive	Delray Beach	FL	33484	
29776532	PhD Nutrition Inc	19100 Airport Way #105	Pitt Meadows	BC	V3Y0E2	Canada
29777667	Phi Drinks, Inc.	1855 Industrial St. #110	Los Angeles	CA	90021	
29777668	Philips Lighting North America Corporation	200 Franklin Square Drive	Somerset	NJ	08873-	
29649067	Phoenicia Development, LLC	3700 34th Street, Ste 300	Orlando	FL	32805	
29777671	Phoenix Fence Company	PO BOX 21183	Phoenix	AZ	85036-1183	
29790969	Phoenix Formulations, LLC	4551 West 21st Street, Suite 101	Tempe	AZ	85282	
29777674	PHYLE INVENTORY CONTROL SPECIALISTS	4150 GRANGE HALL RD.	Holly	MI	48442	
29776533	Physical Enterprises, Inc.	2101 91st Street	North Bergen	NJ	07047-	
29776533	Physical Enterprises, Inc.	302-2930 Arbutus St.	Vancouver	BC	V6J 3Y9	Canada
29606085	PIER 1 SERVICES COMPANY	100 PIER 1 PLACE	Fort Worth	TX	76102	
29649068	PinckDenny LLC	9924 Sorrel Avenue	Potomac	MD	20854	
29784963	Pines International, Inc.	1992 East 1400 Road	Lawrence	KS	66044	
29606089	Pinterest, Inc.	808 Brannan Street	San Francisco	CA	94103	
29790970	PiperWai LLC	1430 Walnut St. , 200	PHILADELPHIA	PA	19102	
29784966	Pitney Bowes Inc.	3001 Summer Street	Stamford	CT	06926-	
29776534	Pivotree Inc.	6300 Northam Drive	Mississauga	ON	L4V 1H7	Canada
29649069	PJS HOLDINGS LLC	8 Greenfield Road	Syosset	NY	11791	
29784969	PJUR GROUP USA, LLC	1680 Michigan Ave Str. 920	Miami Beach	FL	33139	
29649070	PK I LA Verne Town Center LP	500 North Broadway, Suite 201	Jericho	NY	11753	
29649071	PK II EL Camino North LP	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Jericho	NY	11753	
29649072	PL Dulles LLC	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Jericho	NY	11753	
29790972	Plant People, Inc.	49 Elizabeth St, 3rd floor	New York	NY	10013	
29777679	Plantlife Natural Body Care	961 Calle Negocio	SAN CLEMENTE	CA	92673	
29777680	Plantlife, Inc.	1030 Calle Recodo	San Clemente	CA	92673	
29649073	Platzer Family Limited Partnership	218 East Park Avenue, # 527	Long Beach	NY	11561	
29777683	Playmaker Nutrition	369 South Fair Oks Ave.	PASADENA	CA	91105	
29649074	Plaza K Shopping Center, L.L.C.	c/o The Azarian Group L.L.C., 6 Prospect Street, Suite 2A	Midland Park	NJ	07432	
29649075	Plaza on Manhattan Associates, LLC	2555 Severn Ave, Suite200	Metairie	LA	70002	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29784977	PLH Products, Inc.	6655 Knott Avenue	Buena Park	CA	90620	
29784978	PLT Health Solutions-Laila Nutraceuticals LLC	119 Headquarters Plaza	Morristown	NJ	07960-	
29784979	Plum Tree, Inc.	325 W. Huron St., Suite 215	Chicago	IL	60654	
		c/o Pine Tree Commercial Realty LLC, 814 Commerce Drive, Suite 300				
29649077	PMAT Orland, L.L.C.	P.O. BOX #735131	Oak Brook	IL	60523	
29606095	PMX Agency LLC	P.O. BOX #735131	Chicago	IL	60673	
29784983	PMX Agency LLC dba ForwardPMX	ATTN: IBM CORPORATION, 500 FIRST AVENUE	Chicago	IL	60673	
29784984	PNC Bank National Association	1111 Marcus Ave., Suite M15	Pittsburgh	PA	15219	
29777691	Polar Electro Inc.	10605 SE 240th St , #400	Lake Success	NY	11042	
29790975	Polar Fusion LLC	12667 Road 24	KENT	WA	98031	
29777693	Polyphenolics	Mitsubishi / Pomeroy, PO Box 7410512	Madera	CA	93637	
29606098	Pomeroy Technologies, LLC	3325 NW 70th Avenue	Chicago	IL	60674-0231	
29777694	Ponder Jet Inc	200 Clifton Boulevard , 1	Miami	FL	33122	
29790976	PopTime LLC	PO Box 1836	CLIFTON	NJ	07011-	
29784992	Potomac Environmental, Inc.	275 N. Franklin Turnpike	Stafford	VA	22555-1836	
29623240	Poughkeepsie Plaza LLC	1800 North Bayshore Drive , 1504	Ramsey	NJ	07446	
29790977	POWDER JET INC	2625 Northup Way	MIAMI	FL	33132	
29623241	Powell-Five Corners Associates, L.L.C.	2625 Northup Way	Bellevue	WA	98004	
29623242	Powell-Maple Valley LLC	429 Lenox Av	Bellevue	WA	98004	
29784997	POWERFUL MEN LLC	440 North Wells Street, Suite 720	MIAMI BEACH	FL	33139	
29777700	PowerReviews, Inc	1422 Burtonwood Dr. Suite 200	Chicago	IL	60654	
29623243	PP Gaston Mall LLC	2800 Patterson Ave	Gastonia	NC	28054	
29777703	Practica	1440 Jules Poitras	Richland	VA	23221	
29776535	Prana Biovegan Corp.	1440 Jules Poitras	Quebec	QC	H4N 1X7	Canada
29776536	Prana Biovegan Inc	3535 Piedmont Road, Building 14, Suite 440	Saint-Laurent	QC	H4N 1X7	Canada
29777708	Pratt (Allentown Corrugating), LLC	ADDRESS ON FILE	Atlanta	GA	30305	
29790979	Preet Kamal	4370 La Jolla Village Drive, Suite 640	San Diego	CA	92122	
29623244	PREF Pasadena Collection, LLC	P.O Box 743176	Los Angeles	CA	90074-3176	
29785000	Preferred Placement	200 Concord Plaza Dr Ste 240	San Antonio	TX	78216-6943	
29785001	Preferred Placement, Inc.	29690 NETWORK PLACE	Chicago	IL	60673	
29785002	Pregis	6215 El Camino Real, Ste 101	Carlsbad	CA	92009	
29785004	Premier Nutrition	1222 67th Street, Suite 210	Emeryville	CA	94608	
29604356	Premier Nutrition Company, LLC	36 ALIZE DRIVE	KINNELON	NJ	07405-	
29785006	Premium Entertainment	500 Tamal Plaza, Suite 505	Corte Madera	CA	94925	
29785007	Presidio Brands, Inc.	16000 Dallas Parkway, Suite 300	Dallas	TX	75248	
29623245	Presidio Towne Crossing LP	300 West 57th Street	New York	NY	10019	
29777711	Prevention Magazine	142 Temple Street, Suite 205	New Haven	CT	06510-	
29777712	Prevention Pharmaceuticals Inc.	PO BOX 116501	Atlanta	GA	30368	
29777713	PRGX USA, Inc.	210 Park Ave Ste 2175	Oklahoma City	OK	73102-5629	
29777714	PRI, LLC	1631 S Rose Ave	Oxnard	CA	93033	
29604472	Primal Nutrition, Inc					

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29623246	Prime 86 Holdings LLC	7916 5th Avenue	Brooklyn	NY	11209	
29777717	Prime Nutrition	1120 Holland Drive, #19	Boca Raton	FL	33428	
29790984	Prime Retail Services	3617-SOUTHLAND DRIVE, SUITE A	Flowery Branch	GA	30542	
		c/o Federal Realty Investment Trust, 909 Rose Avenue, Suite #200	Rockville	MD	20852	
29776552	Primex ehf	Óskarsgata 7	Siglufjörour		580	Iceland
29776537	Primus Health Inc.	3456 rue Des Castors	Laval	QC	H7P 5W8	Canada
29777721	Prince of Peace Ent., Inc.	3536 Arden Road	Hayward	CA	94545	
29785013	Prinova Solutions LLC	315 E. Fullerton Ave.	Carol Stream	IL	60188	
29604395	Pristine Bay LLC DBA VIANDA	9898 Windisch Road	West Chester	OH	45069	
29785016	PRO Bottle LLC	4942 Dawn Avenue , Suite 222	EAST LANSING	MI	48823	
29785017	PROBAR, LLC.	4752 W. California Ave.	Salt Lake City	UT	84104	
		185 NW Spanish River Blvd Suite 100	Boca Raton	FL	33431-4230	
29790986	Prodege	3665 East Bay Dr. Building 204 , 155	LARGO	FL	33771	
29785019	Professional Supplements	44 Dobbin St , First Floor	BROOKLYN	NY	11222	
29790988	ProFormance Foods LLC	PO BOX 6188	Phoenix	AZ	85005	
29785021	PROformance Vend USA INC	0 Exchange Place	NEW YORK	NY	10005	
29785022	Project Healthy Living Inc DBA ALOHA	PO Box 870	Old Forge	NY	13420	
29785023	Project X Represents	6 Dinglebrook Road	Brookfield	CT	06804-	
29785025	Prolab Nutrition, Inc.	100 Bayview Circle , 200	NEWPORT BEACH	CA	92660	
29790989	Promax Nutrition Corp	PO Box 681465	Park City	UT	84068	
29777723	PromoLeaf	2474 E. Oakton St.	Arlington Heights	IL	60005	
29777724	Pronatura Inc.	2474 East Oakton Street	Arlington Heights	IL	60005	
29777726	Propello Life, LLC	7611 Coventry Woods Drive	Dublin	OH	43017	
29777727	ProTec Laboratory, Inc.	4300 FM 2225	Quitman	TX	75783	
29777729	Protein Brothers, LLC (dba Stryve Foods)	500 W. University Dr., Suite 108	Mckinney	TX	75069	
29627809	Protexin, Inc.	1833 NW 79th AVE	Doral	FL	33126	
29777731	Protiviti Inc.	888 7th Ave - 13th Floor	New York	NY	10019	
29627783	Protos Foods, Inc.	449 Glenmeade Road	Greensburg	PA	15601	
29785026	Proud Source Water Inc.	307 Miners Way	MACKAY	ID	83251	
29623248	Providence Holdings, LLC	6500 Utah Ave NW	Washington	DC	20015	
29785028	Proximus Consulting Group, LLC	111 Windsor Way	Franklin	TN	37069	
29785047	Puerto Rico Telephone Company	PO Box 360998	San Juan	PR	00936-	
29785048	Puerto Rico Telephone Company, Inc.	P.O. Box 71304	San Juan	PR	00939-	
29785048	Puerto Rico Telephone Company, Inc.	PO Box 360998	San Juan	PR	00936-	
29785049	Pukka Herbs Ltd	71 McMurray Road , 104	PITTSBURGH	PA	15241	
29628036	Pure Encapsulations, LLC	490 Boston Post Road	Sudbury	MA	01776-	
29777744	Pure Essence Labs, Inc.	P.O. Box 95397	Las Vegas	NV	89193	
29790993	Pure Health Inc.	229 Calle Duarte Suite 3A, Second Floor	San Juan	PR	00917-	
29790994	Pure Inventions	64 B Grant Street	LITTLE SILVER	NJ	07739-	

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29777747	Pure Inventions LLC	64 B Grant Street	LITTLE SILVER	NJ	07739-	
29777748	Pure Solutions INC	13620 Wright Circle	Tampa	FL	33626	
29777749	PureFit Inc.	2 Avellino	Irvine	CA	92620	
29777750	Puremedy, LLC	1925 Angus Ave, Unit D	Simi Valley	CA	93063	
29777751	PureRED | Ferrara	301 College Road East	Princeton	NJ	08540-	
29777752	Pvolve LLC	415 West Broadway	NEW YORK	NY	10012	
29777753	Pyure Brands LLC	2277 Trade Cebter Way STE 101	NAPLES	FL	34109	
29785051	QNT INTERNATIONAL, Inc.	82 Virginia Avenue	Dobbs Ferry	NY	10522	
29785052	QOL Labs, LLC	2975 Westchester Avenue, Suite G-01	Purchase	NY	10577	
29785053	Quadient, Inc.	478 Wheelers Farms Road	Milford	CT	06461-	
29785055	Quaker Sales & Distribution	300 Harmon Meadow Blvd.	Secaucus	NJ	07094-	
29604479	Qualitas Health, Inc.	1800 West Loop South	Houston	TX	77027	
29627792	Quality Pasta Company	100 Chamber Plaza	CHARLEROI	PA	15022	
29785059	Quantum, Inc.	754 Washington Street	Eugene	OR	97401	
29785060	QueBIT Consulting LLC	P.O. BOX 713	Katonah	NY	10536	
29623249	Queen Bee Properties, LLC	41 W. Highway 14 #394	Spearfish	SD	57783	
29606119	Quest Diagnostics Clinical Laboratories, Inc.	PO BOX 740709	Atlanta	GA	30374-0709	
29785062	Quest Diagnostics Health & Wellness LLC	PO BOX 740709	Atlanta	GA	30374-0709	
29904794	Quest Nutrition, LLC	4712 Admiralty Way, Suite 670	Marina del Rey	CA	90292	
29904794	Quest Nutrition, LLC	777 S. Aviation Dr.	El Segundo	CA	90245	
29777756	Quick Response Home Services	2404 W. PHELPS RD, SUITE A-2	Phoenix	AZ	85023	
29777758	Quincy Bioscience Manufacturing Inc.	301 S. Westfield Road, Suite 200	Madison	WI	53717	
29649078	R & R Real Properties, Inc.	1801 Avenue of the Stars #900	Los Angeles	CA	90067	
29791000	R. R. Donnelley & Sons Company	P.O. BOX 13654	Newark	NJ	07188-0001	
29777764	RADIUS Corporation	207 Railroad Street	KUTZTOWN	PA	19530	
29649079	RAHI, LLC	3256 Westview Dr	Northbrook	IL	60062	
29604287	Rainbow Light Nutritional Systems	100 Avenue Tea	SANTA CRUZ	CA	95060	
29785065	Rainbow Research Corp	170 Wilbur Place	Bohemia	NY	11716	
29785066	Rainforest Distribution Corp	360-30 13th St	ASTORIA	NY	11106	
29649080	Rainier Triangle II, LLC	23707 SE 221ST St	Maple Valley	WA	98038	
29649081	RAJDC NC Properties, LLC	2719 Graves Drive, Suite 21	Goldsboro	NC	27534	
29791002	Rakuten Card Linked Offer Network, Inc.	800 Concar Drive, Suite 175	San Mateo	CA	94402	
29649082	Ramsey Holdings, LLC	644 Pascack Road	Washington Township	NJ	07676	
	Rancho Dos Hermanos, LLC, as to an undivided 88.1500% tenants in common interest and	Desert Delite Citrus, LLC as to an undivided 11.8500% tenants in common interest, 2655 First Street, Suite 245	Simi Valley	CA	93065	
29649083	Randal Optimal Nutrients LLC	P.O Box 7328	SANTA ROSA	CA	95407	
29791004	Rangle.io Inc.	18 York Street, 5th Floor	Toronto	ON	M5J 2T8	Canada
29785075	Rapid Restoration, LLC	1900 County Rd C West	Roseville	MN	55113	
29777767	RARI Nutrition LLC	3410 Davie Rd. Suite 405	FORT LAUDERDALE	FL	33314	
29777768	Raw Elements LLC	201 Jefferson Ave. , 4A	MIAMI BEACH	FL	33139	

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29604428	Raw Essentials Living Foods, LLC	2934 1/2 N Beverly Glen Cir #176	Bel Air	CA	90077	
29604578	Raw Sport Supplement Company	760 NW Enterprise Dr.	Port St. Lucie	FL	34985	
29669998	Raw Sport Supplement Company LLC	760 NW Enterprise Dr.	Port St. Lucie	FL	34985	
29777770	RAYMEX DISTRIBUTION, INC.	8206 KILLAM INDUSTRIAL BLVD	LAREDO	TX	78045	
29791909	Raymond	22 S. Canal St.	Greene	NY	13778	
29777771	Raymond Handling Solutions, Inc.	725 FAIRFIELD AVENUE	Kenilworth	NJ	07033-	
29965543	Raymond Leasing Corporation	22 S. Canal St.	Greene	NY	13778	
30202971	RCA Novak	5020 Westridge Drive	Fort Collins	CO	80526	
30202971	RCA Novak, LLC	5020 Westridge Drive	Fort Collins	CO	80526	
29791007	RCBA Nutraceuticals LLC	635 Century Point , 111	LAKE MARY	FL	32746	
29791007	RCBA Nutraceuticals, LLC	2041 High Ridge Rd	Boynton Beach	FL	33426	
		c/o RCG-Ventures LLC., 3060 Peachtree Road NW, Suite 400	Atlanta	GA	30305	
29649084	RCG-PSC Camp Creek Owner, LLC	c/o Wafra Inc., 345 Park Avenue, 41st Floor	New York City	NY	10154	
29649085	RE Plus SP LLC	2805 Falcon Drive	Madera	CA	93637	
29785079	Ready Roast Nut Company, LLC	309 Court Avenue, Suite 244	Des Moines	IA	50309	
29792589	Real Asset Management Inc.	6316 Tapanga Canyon Blvd , 2140	WOODLAND HILLS	CA	91367	
29791008	REAL GOOD FOODS COMPANY LLC	7105 Virginia Rd, Suite 3	Crystal Lake	IL	60014	
29630169	Rebel Logistics Service LLC	399 INTERPACE PKWY	PARSIPPANY	NJ	07054-	
29785083	Reckitt Benckiser	420 Canterbury Lake	Milton	GA	30004	
29785084	Recruiting Research, LLC	657 Main Street	Waltham	MA	02451-	
29649086	Redbarry LLC	605 W 47th St., Suite 200	Kansas City	MO	64112	
29777780	REDCON1 LLC	701 Park of Commerce , 100	BOCA RATON	FL	33487	
29777780	Redcon1, LLC.	701 Park of Commerce Blvd., Suite 101	Boca Raton	FL	33487	
29777782	Redd Remedies, Inc.	211 S. Quincy Ave.	Bradley	IL	60915	
29606137	Reddit, Inc.	PO Box 736984	Dallas	TX	75373-6984	
29604471	Redefine Nutrition d.b.a FINAFLEX	1190 Tidwell Road Ste 304	Alpharetta	GA	30004	
29777785	REDEFINE NUTRITION LLC dba FINAFLEX	3615 Francis Cir , 100	ALPHARETTA	GA	30004	
29777785	REDEFINE NUTRITION LLC DBA FINAFLEX	3615 FRANCIS CIR STE 101	ALPHARETTA	GA	30004	
29649087	Redlands Joint Venture LLC	13191 Crossroads Parkway North, 6th Floor	City of Industry	CA	91796	
29777787	Redmond Trading Company, dba Redmond Life	475 West 910 South	Heber City	UT	84032	
29776539	reebee Inc.	305 King St W Suite 902	Kitchener	ON	N2G 1B9	Canada
		c/o Regency Centers Corporation, One Independent Drive, Suite 114	Jacksonville	FL	32202	
30202972	Regency Centers Corporation	One Independent Drive, Suite 114	Jacksonville	FL	32202	
29649088	Regency Centers Corporation	210 Route 4 East	Paramus	NJ	07652	
29623250	Rego Park II Borrower LLC	9553 Harding Avenue, #307	Miami Beach	FL	33154	
29623251	REI Asheville Rentas, LLC	120 Marvelle Road	Fayetteville	NY	13066	
29623252	Reliance Elm Holdings LLC	1700 Market Street, Suite 1200	Philadelphia	PA	19103-3938	
29785095	Reliance Standard Life Insurance Company	PO BOX 3124	SOUTHEASTERN	PA	19398-3124	
29785097	Renew Life Formulas, Inc.	198 Alt. 19 South	Palm Harbor	FL	34683	

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29785098	Residence Inn Secaucus Hotel	PO BOX 49745	Athens	GA	30604	
29785099	Resonant Analytics	5 VAUGHN DR, SUITE 306	Princeton	NJ	08540-	
29629696	Resonant Analytics LLC	5 VAUGHN DR, SUITE 306	Princeton	NJ	08540-	
29785100	Resource Management Group	PO BOX 616	West Frankfort	IL	62896	
		C/O BGBC PARTNERS LLP, 135 N Pennsylvania Street, SUITE 2600				
29606145	Retail Logistics Excellence - RELEX Oy	C/O BGBC PARTNERS LLP, 135 N Pennsylvania Street, SUITE 2600	Indianapolis	IN	46204	
29606145	Retail Logistics Excellence – RELEX Oy	C/O BGBC PARTNERS LLP, 135 N Pennsylvania Street, SUITE 2600	Indianapolis	IN	46204	
29777791	Retail Next	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29777792	Retail Services WIS Corporation	PO BOX 200081	DALLAS	TX	75320-0081	
30183356	RetailNext, Inc.	60 S. Market St Suite 310	San Jose	CA	95113	
30183356	RetailNext, Inc.	60 S. Market St. 10th Fl	San Jose	CA	95113	
29777797	Return Path, Inc.	3 Park Avenue, 41st Floor	New York	NY	10016	
29777798	Revionics, Inc.	2998 Douglas Blvd, Suite 350	Roseville	CA	95661	
29791020	Revival Labs	4255 CAMPUS DR. , BOX 4324	IRVINE	CA	92616	
29785101	Revolution Tea LLC	5080 N. 40th Street , 375	PHOENIX	AZ	85018	
29791022	Revolutionary Technology Nutrition	30 Nixon Lane	EDISON	NJ	08837-	
29785103	Rexall Sundown	2100 SMITHTOWN ROAD	RONKONKOMA	NY	11779	
29785105	RGH Enterprises, LLC	1810 Summit Commerce Park	Twinsburg	OH	44087	
29624222	RGIS, LLC	2000 East Taylor Road	Auburn Hills	MI	48326	
29785108	Rhinomed Inc	1311 Vine Street	Cincinnati	OH	45202	
29623253	Riceland Owner LLC	4601 Garth Road, Suite 101	Baytown	TX	77521	
29676895	RidgeCrest Herbals, Inc.	3683 West 2270 South, Suite #A	Salt Lake City	UT	84120-2306	
29623254	Riley Holdings, Ltd.	1246 Rt. 20 East	Norwalk	OH	44857	
29777802	RioSoft Holdings, Inc.	9255 Towne Centre Drive, Suite 750	San Diego	CA	92121	
29777803	Rise Bar	16752 Millikan	Irvine	CA	92606	
29627697	Rishi Tea	185 S. 33rd Court	MILWAUKEE	WI	53208	
29777805	Risk Logic Inc.	48 Dimmig Road	Upper Saddle River	NJ	07458-	
29777806	Riskified Inc.	220 5th Avenue, 2nd Floor	New York	NY	10001	
29623255	Ritchie Interchange LLC	One South Street, Suite 2800	Baltimore	MD	21202	
29777808	River Drive Construction Co. Inc.	200 Riverfront Boulevard	Elmwood Park	NJ	07407-	
29623256	River Oaks El Mercado, LLC	5678 N. Mesa	El Paso	TX	79912	
29623257	Riverchase CC, LP and Mont Belvieu Properties, LLC	945 Heights Blvd.	Houston	TX	77008	
29623258	Riverdale Square, LLC	61 West Palisade Avenue	Englewood	NJ	07631	
29623259	Rivers Edge RBG, LLC	1598 Imperial Center, Suite 2001	West Plains	MO	65775	
29785116	Riverside Logistics, Inc.	5160 Commerce Road	Richmond	VA	23234	
29649089	RJ Two Notch LLC	215-15 Northern Boulevard, Suite 301	Queens	NY	11361	
29649090	RJFP LLC	635 W. 7th Street, Suite 310	Cincinnati	OH	45203	
29649091	RJS Marine Inc.	c/o The Woodmont Company, 2100 W. 7th Street	Fort Worth	TX	76107	
29649092	RJSJ LLC	PO Box 235965	Encinitas	CA	92023	

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29649093	RK Black Rock II, LLC	c/o Regency Centers Corporation, One Independent Drive	Jacksonville	FL	32202	
29649094	Roanoke Venture II, LLC	2870 Peachtree Road NW, #889	Atlanta	GA	30305	
29777813	Robert Half International Inc.	101 Hudson Street Suite 2102	Jersey City	NJ	07032-	
29649095	Rockfirm, LLC	3100 West End Avenue, Suite 1070	Nashville	TN	37203	
		C/O JRJ PROPERTIES LLC, 6671 MACARTHUR BOULEVARD				
29649096	ROGER E HERST		Bethesda	MD	20816	
29777817	Roland Inc.	3400 West Olympic Blvd	Los Angeles	CA	90019	
29777818	Roland Products, Inc.	3400 West Olympic Blvd	Los Angeles	CA	90019	
	Roman PBS Acquisition Co LLC, D/B/A Paperless Business Systems					
29777819	Business Systems	3131 Elliott Ave, Suite 450	Seattle	WA	98121	
29649097	Romney Petroleum Inc	901 Kossuth St	Lafayette	IN	47905	
	Rookwood Exchange Operating LLC c/o Jeffrey R.					
29649098	Anderson Real Estate, Inc.	3825 Edwards Road	Cincinnati	OH	45209	
29785127	Rooney CV, Inc.	34199A Road 144	Visalia	CA	93292	
		c/o Acadia Realty Trust, 639 W. Diversey Parkway, Suite 202				
29649099	Roosevelt Galleria LLC		Chicago	IL	60614	
		c/o Tanurb Developments Inc., 128A Sterling Road, Suite 203				
29623260	Rosedale Commons LP		Toronto	ON	M6R 2B7	Canada
29623261	Roseville Village L.L.C.	4198 Orchard Lake Road, Suite 250	Orchard Lake Village	MI	48323	
29623262	Roslyn Farm Corporation	P.O. Box 727	Colonial Heights	VA	23834	
29623263	Rowen Burlington OpCo, LLC	c/o WestCom Properties Inc., 3130 Howe Place, 101	Bellingham	WA	98226	
29623264	RREEF AMERICA REIT II CORP. HH	3340 Peachtree Road NE, Suite 250	Atlanta	GA	30326	
29785136	RSJ Ventures LLC	PO Box 110871	NAPLES	FL	34108	
29785137	RSP Nutrition	4953 SW 71 Pl.	Miami	FL	33155	
29785138	RTi Research	3500 Lenox Road NE Suite 1500	Atlanta	GA	30326	
29791033	Runa LLC	315 Flatbush Ave , # 431	BROOKLYN	NY	11217	
29777826	Rushmore Superfoods, LLC	33971 Selva Road, Suite 240	Dana Point	CA	92629	
29777827	Russell Acoustics, LLC	170 Kinnelon Road, Suite 19M	Kinnelon	NJ	07405-	
29777829	Ryan Law, LLP	PO BOX 1939	Lowell	AR	72745	
29619857	Ryan Maietta	ADDRESS ON FILE				
29623265	S and V, LLC,	450 Main Street, Suite 200	Pleasanton	CA	94566	
29623266	SAB Investments LLC	PO Box 194	Carmel	IN	46082	
29785141	Saba Software, Inc.	2400 Bridge Parkway, Redwood Shores	Redwood City	CA	94065	
29623267	Saber Riverhead58, LLC	c/o Saber Real Estate North LLC, 2453 Route 6	Brewster	NY	10509	
29785143	Sabona of London Unlimited, Inc.	609 Davis Blvd.	Sikeston	MO	63801	
29785144	SafeSourcing Inc.	28150 North Alma School Parkway, Suite 103/283	Scottsdale	AZ	85262	
29783723	SAGE Engineering Services Ltd.	1200 SPEERS ROAD	OAKVILLE	ON	L6L2X4	Canada
29783724	Sahab Naturals Inc.	2244 46th Avenue	Lachine	QC	H8T 2P3	Canada
29791037	Sahale Snacks, Inc.	3411 S. 120 Place, STE 100	Seattle	WA	98168	
29785150	Sambazon, Inc.	1160 Calle Cordillera	San Clemente	CA	92673	

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Affected Contract Counterparties Service List
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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29623268	Samson Development Company, L.P.	636 Old York Road, 2nd Floor	Jenkintown	PA	19046	
29777833	Samson Distributing, Inc.	2309 A Street	Santa Maria	CA	93455	
29777835	Sancilio & Company, Inc.	3874 Fiscal Ct., Suite 200	Riviera Beach	FL	33404	
29649101	Sang Rim Hwang & Chang Sook Hwang	1212 V St NW	Auburn	WA	98001	
29777838	Santa Barbara Essential Foods LLC	233 E. Gutierrez Street	Santa Barbara	CA	93101	
29649102	Santa Rita GRF2, LLC	973 Lomas Santa Fe Drive	Solana Beach	CA	92075	
29649103	Santikos Legacy, LLC	4630 North Loop 1604 W., Suite 501	San Antonio	TX	78249	
29777842	Sanz Branz, LLC	83 Dumbarton Dr.	Delmar	NY	12054	
29649104	Sauer Properties Inc.	2000 West Broad Street	Richmond	VA	23220	
		c/o The Gutierrez Company, 200 Summit Drive, Suite 400				
29649105	Saugus Hillside Realty		Burlington	MA	01803	
29785152	Savesta LifeSciences Inc.	9582 Topanga Canyon Blvd	Chatsworth	CA	91311	
29649106	Sayville Plaza Development LLC	500 Old Country Road, Suite 200	Garden City	NY	11530	
29785158	Scales Industrial Technologies, Inc.	185 Lackawanna Avenue	West Paterson	NJ	07424-	
29649107	SCC Nassau Park Pavilion NJ LLC	3300 Enterprise Parkway	Beachwood	OH	44122	
29791042	Schaefer Systems International, Inc.	10125 Westlake Dr., PO Box 7009	Charlotte	NC	28273	
29785161	Schmidt's Deodorant	5527 SE 71ST Ave	Portland	OR	97206	
29785163	Schreiber Translations, Inc.	51 Monroe Street, Suite 101	Rockville	MD	20850	
29777846	Schwabe	825 Challenger Drive	Green Bay	WI	54311	
29777846	Schwabe North America	825 Challenger Drive	Green Bay	WI	54311	
29777847	Schwabe North America, Inc.	9672 Sweetleaf St	Orlando	FL	32827-6804	
29777849	Scitec USA Inc.	17470 N. Pacesetter Way	Scottsdale	AZ	85255	
29777850	Scivation, Inc.	1448 Industry Drive	Burlington	NC	27215	
29777851	Scotlynn	15671 San Carlos Blvd	Fort Myers	FL	33908	
29777852	Scott Budd and Associates	PO BOX 460664	CENTENNIAL	CO	80015	
29645304	Scott Devlin	ADDRESS ON FILE				
29791043	ScoutRFP, Inc.	318 Brannan Street, 1st Floor	San Francisco	CA	94107	
29649108	SDBUCKS, LLC	1901 Avenue of the Stars, Suite 630	Easley	SC	29640	
29785166	SDC Nutrition Inc.	170 Industry Drive	Pittsburgh	PA	15275	
29649109	Sea Island-Staples LTD	900 Isom Road, Suite 200	San Antonio	TX	78216	
29649110	Seafield Capital Partners II, LLC	1345 Ranch Road	Encinitas	CA	92024	
	Secure Talent, Inc. dba Eastridge Workforce					
29785171	Management	PO Box 512220	Los Angeles	CA	90051-0220	
29785173	Securitas Security Services USA, Inc.	20465 State Highway 249 Suite 400	Houston	TX	77070	
29649111	SED Development LLC	Eagle Ranch Center, 500 4th Street NW, Suite 200	Albuquerque	NM	87102	
29785176	See.Spark.Go	815 N. CRAIG PL	Addison	IL	60101	
		c/o Selig Enterprises Inc., 1100 Spring Street N.W., Suite 550				
29623269	SEI Buckhead Square One, LLC		Atlanta	GA	30309	
29777857	SEI, Inc.	6499 S. Kings Ranch Rd. #6-80	Gold Canyon	AZ	85118	
29777858	Seitenbacher America, LLC	11505 Perpetual Drive	Odessa	FL	33556	
29791047	Select Staffing	999 NORTH PLAZA DRIVE, SUITE200	Schaumburg	IL	60173	

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29627693	Sencha Naturals	1101 Monterey Pass Rd	Monterey Park	CA	91754	
29777862	Sensible Organics Inc.	3740 W. 4th Avenue	Beaver Falls	PA	15010	
29783725	Sequel Naturals Inc.	33-1833 Coast Meridian Road	Port Coquitlam	BC	V3C6G5	Canada
29777864	Set and Service Resources, LLC	2101 91st Street	North Bergen	NJ	07047-	
29623270	Setter Partners, LLC	244 W 39th St., 4th Fl.	New York City	NY	10018	
29785177	Seven Oaks Ranch Inc	2568 Channel Drive	VENTURA	CA	93003	
29623271	SGH & Associates	4267 Marina City Drive, #100 W	Marina del Rey	CA	90292	
29785182	SHANGHAI TONGHAO INDUSTRY LTD	PO BOX 935723	Atlanta	GA	31193-5723	
		Shop #12, Mezzanine Floor, Sabkha Street, Al Owais Tower	Deira, Dubai		28394	United Arab Emirates
29791050	Shark Food Supplements Trading LLC	MAIL DROP - 999, PO BOX 630862	CINCINNATI	OH	45263-0862	
29791051	Shaw Industries, Inc.	101 E Executive Drive	Sterling	VA	20166	
29604435	Shea Terra Organics	7509 Manchaca St, Suite 201	Austin	TX	78754	
29785188	Sheer Strength Labs, LLC	2451 Willamette Street	Eugene	OR	97405	
29777867	SheerID, Inc.	300 Park Street, Suite 410	Birmingham	MI	48009	
29623272	Shelby Boulevard Fiftynine LLC	c/o Hagan Properties Inc., 12911 Reamers Road	Louisville	KY	40245	
29623273	Shelbyville Road Plaza LLC	4957 Lakemont Blvd. SE, #C4-11	Bellevue	WA	98006	
29623274	Sher Lane LLC	ATT WENDY GONZALEZ, 500 HARBOR BLVD	WEEHAWKEN	NJ	07086-	
29777871	Sheraton Lincoln Harbor Hotel	PO Box 952121	Dallas	TX	75395	
29777874	SHI	PO Box 952121	Dallas	TX	75395	
29629802	SHI International Corp	290 Davidson Avenue	Somerset	NJ	08873-	
29629802	SHI International Corp.	28348 Constellation Road, #850	Valencia	CA	91355	
29777877	SHIBARI WANDS	PO BOX 2866	SANTA ROSA	CA	95405	
29777878	Shikai Products	6 Renshaw Drive	Montville	NJ	07045-	
29785190	Shine Engineering, P.A.	2418 13th Street SE	Salem	OR	97302	
29623275	Shirazee, LLC Parviz and Maudie Samiee, Trustees	15 Commercial Street	Pittsfield	MA	01201-	
29785194	Shire City Herbals Inc.	233 South Wacker, Suite 4100	Chicago	IL	60606	
29785195	ShopperTrak RCT Corporation	2530 Scottsville Rd., Suite 21	Bowling Green	KY	42104	
29623276	Shoppes at Tower Place LLC	225 W. Washington Street	Indianapolis	IN	46204	
29623277	Shops at St. Johns LLC	21650 Burbank Blvd # 110	Los Angeles	CA	91367	
29623278	Shore Creek, LLC	10850 E Traverse Hwy.	Traverse City	MI	49685	
29777881	Shoreline Fruit LLC	One Erdman Place, Suite 102	Madison	WI	53717	
29777882	Shoutlet, Inc.	5780 S. 40th Street, Suite 1	Phoenix	AZ	85040	
29777883	Shred-it USA ELC	5780 S. 40th Street, Suite 1	Phoenix	AZ	85040	
29777884	Shred-it USA LLC	P.O. Box 1715	Cape Girardeau	MO	63702	
29777887	SI03, Inc.	49 Ocean Drive	Jupiter	FL	33469	
29649112	Siblings Enterprises Ltd.	1098 S Union Avenue	Midvale	UT	84047	
29777889	Sibu, LLC	21225 Pacific Coast Hwy, Suite B	Malibu	CA	90265	
30227697	Sidecar Interactive, Inc.	114 South 13th Street, 3rd Floor	Philadelphia	PA	19107	
29649113	Siegen Lane Properties LLC	c/o Olshan Properties, 600 Madison Avenue, 14th Floor	New York City	NY	10022	

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29606249	Siena II Holdings LP	c/o Laurich Properties Inc., 10655 Park Run Drive, SU 160	Las Vegas	NV	89144	
29785206	Sierra Sage Herbs	PO BOX 435	Lyons	CO	80540	
29785207	Sierra Sage Herbs LLC	PO Box 439	LYONS	CO	80540	
29785209	Silicon Valley Pricing, LLC	119 El Altillo	Los Gatos	CA	95032	
29649115	Silverman Properties LP	PO Box 50378	Nashville	TN	37205	
29785213	Similasan Corp.	1745 Shea Center Dr. Suite 380	Highlands Ranch	CO	80129	
29777891	Simple Mills Inc	444 N Wells St , 203	CHICAGO	IL	60654	
29777892	Simply 7 Snacks	11300 S. Sam Houston Pkwy W.	HOUSTON	TX	77031	
29777893	Simply Gum	270 Lafayette Suite 1301	New York	NY	10012	
29791059	Simply Solutions LLC	2949 Venture Drive , Suite 170	Janesville	WI	53546	
29777895	Since Cite LLC	2101 hongleaf To	BLAC	NJ	35243	
29777896	Sinclair Broadcast Group, Inc.	10706 Beaver Dam Road	Cockeysville	MD	21030	
29777897	Sinclair Institute	402 Millstone Drive	HILLSBOROUGH	NC	27278	
29777899	Single Touch Interactive, Inc.	1200 Wright Ave	Richmond	CA	94804	
29777900	Sinister Labs LLC	275 Commerce St, Suite 100	Southlake	TX	76092	
29649116	SIPOC Associates TIC	7978 Cooper Creek Boulevard, Suite # 100	Bradenton	FL	34201	
29785215	Sipp Eco Beverage Company	PO Box 159	Uwchland	PA	19480	
29604485	Six Foods LLC	1885 Mission Street	SAN FRANCISCO	CA	94103	
29785221	Skinnygirl Nutritional Concepts LLC	221 South Cherokee St.	Denver	CO	80223	
29785223	Skoop, LLC	2438 30th Street	Boulder	CO	80301	
29649117	SKY BOYNTON HOLDINGS LLC	763 Raleigh Street	Woodmere	NY	11598	
29777902	Slickdeals, LLC	6010 S. Durango Dr., Suite 200	Las Vegas	NV	89113	
29777904	SLIQUID, LLC	2544 IRVING BLVD.	DALLAS	TX	75207	
29649118	SLJ Realty LLC	1385 Broadway, Suite 1407	New York City	NY	10018	
29777908	Small World Trading Co.	15 A Koch Road	Corte Madera	CA	94925	
29649119	Smart Growth-Spartanburg, LLC	c/o Rimrock Companies, 343 NW Cole Terrace, Ste 201	Lake City	FL	32055	
29777910	Smart Wear Group LLC	1705 Singleton Ave	Austin	TX	78702	
29777911	SmartBargains, Inc.	20 Channel Center - 3rd Floor	Boston	MA	02210-	
29785227	Smartgroup M. Nilsson AB	Skrapan 1890	Vasteras		72210	Sweden
29627757	SmartyPants, Inc.	827 Marco Place	Venice	CA	90291	
29785229	Smash My Trash	925 W. 127th Ste 100	Avondale	AZ	85323	
29785230	SmashMallow, LLC	153 W Napa Street	Sonoma	CA	95476	
29791062	Smith Arnold Partners	3 LANDMARK SQUARE, SUITE 520	Stamford	CT	06901-	
29791063	Smitty Bee Honey	208 Main Ave, PO219	Defiance	IA	51527	
29791063	Smitty Bee Honey	208 Main St.	Defiance	IA	51527	
29785235	SNAC System, Inc.	1551 INDUSTRIAL RD.	SAN CARLOS	CA	94070	
29785236	Sneakers Plus	318 HIGHWAY 202 NORTH	Flemington	NJ	08822-	
29785237	SNI LLC	220 Smith St.	FARMINGDALE	NY	11735	
29650103	Snowflake Inc.	450 Concar Drive	San Mateo	CA	94402	
29785239	SO Ten. LLC	5129 SUNSET RIDGE LN	LIBERTY TWP	OH	45011	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29777912	SoapBox Soaps	226 N Adams Street, Floor 2	Rockville	MD	20850	
29606264	Social Edge Consulting, LLC	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29606264	Social Edge Consulting, LLC	7 Stark Drive	Robbinsville	NJ	08691-	
29777918	SOFAR Americas, Inc.	141 H Street, STE A	Petaluma	CA	94952	
29649120	Somerset Shoppes Fla LLC	8903 Glades Road, Unit A-14	Boca Raton	FL	33434	
29777921	Somersets USA, LLC	65 Pleasant Street	Cohasset	MA	02025-	
29777922	SORA Laboratories, LLC	15366 U.S. Highway 160	Forsyth	MO	65653	
29777923	SOTRu.LLC	697 N. Denver Ave	Loveland	CO	80537	
29649121	South Merrick Road Corp.	12-A Filmore Place	Freeport	NY	11520	
29785241	South Pacific Elixirs, LLC.	7559 Woodshire Cove	Scottsdale	AZ	85258	
		c/o Namdar Realty Group, 150 Great Neck Road, Suite 304				
29649122	South Park Mall Realty LLC	304	New York City	NY	11021	
29623279	South Plainfield Properties, L.P.	c/o National Realty & Development Corp., 225 Liberty Street, 31st Floor	New York City	NY	10281	
29623280	South Shore Mall Realty LLC	150 Great Neck Road, Suite 304	New York City	NY	10021	
29623281	Southpark Retail LLC	c/o Carnegie Companies, 6190 Cochran Rd, Suite A	Solon	OH	44139	
29785249	Southport Services Group, LLC	20098 ASHBROOK PLACE, SUITE 220	Ashburn	VA	20147	
		c/o Baker and Lassiter, 3350 Riverwood Parkway, Suite 1800				
30202825	SP EAST, LLLP	1800	Atlanta	GA	30339	
29630289	Spacee, Inc.	3752 ARAPAHO RD	Addison	TX	75001	
29777925	Spark:red, Inc.	11241 Willows Rd. N.E., Suite 220	Redmond	WA	98052	
29777926	Sparklehearts LLC	16364 UNDERHILL LANE	HUNTINGTON BEACH	CA	92647	
29623282	Sparrow Ridge Properties, LLC	1835 Knapp Drive	Crest Hill	IL	60403	
29777928	Sparta Nutrition LLC	25 Pier Ln W	FAIRFIELD	NJ	07004-	
29777929	Spartan Brands, Inc.	451 Park Avenue South Fifth Floor	New York	NY	10016	
29777932	Spencer Stuart	353 N. CLARK, SUITE 2400	Chicago	IL	60654	
	Spencer Technologies, Inc. d/b/a Certified Retail Solutions	One Quality Way	Dover	NH	03820-	
29777934	SPI West Port, Inc	377 Swift Ave	South San Francisco	CA	94080	
29785252	Spiceologist, Inc.	125 S. Cowley St.	Spokane	WA	99202	
29783726	SpiderTech Inc.	115 Rieshton Road	Toronto	ON	M1F 4W9	Canada
29791071	SPINS LLC	222 W HUBBARD STREET, SUITE 300	Chicago	IL	60654	
29785255	Sport Specifics, Inc.	168 Solon Road	Chagrin Falls	OH	44022	
29785257	Sports Nutrition International	10100 NW 116th Way Suite #10	Medley	FL	33178	
29785257	Sports Nutrition International	1401 BUCHANAN RD	Evansville	IN	47720	
29792737	Sports Research Corporation	784 W. Channel St.	SAN PEDRO	CA	90731	
29785259	Spray Innovations, LLC	39 Long View Road	Trabuco Canyon	CA	92679	
29623283	Spring Mall Square LLC	c/o Fried Companies Inc., 5924 Fried Farm Road	Crozet	VA	22932	
29623284	Spring Ridge LP	217 W. Springville Road	Boiling Springs	PA	17007	
29623285	Springdale Pointe LLC	c/o Thompson Thrift Development Inc., 901 Wabash Ave. Suite 300	Terre Haute	IN	47807	

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29623286	Springinvest LLC	c/o Eurinvest, 407 Lincoln Road, Suite 8	Miami Beach	FL	33139	
29785264	Sprocket Staffing Services	35 Colby Avenue	Manasquan	NJ	08736-	
29777935	Sprout a Revolution, Inc.	386 Troutman Street, 2R	Brooklyn	NY	11237	
29777936	Sprout Social, Inc.	131 S. Dearborn Street, Suite 700	Chicago	IL	60603	
29625598	SPS Commerce	500 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29629843	SPS Commerce, Inc.	500 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29777941	Squarebar	2420 Central Avenue, #3	Alameda	CA	94501	
29777942	Squatty Potty, LLC	1664 S. Dixie Drive, Ste F102	Saint George	UT	84770	
29623287	SRK Lady Lake 21 SPE, LLC	4053 Maple Road, Suite 200	Buffalo	NY	14226	
29623288	SSK Investments, Inc.	1600 Executive Parkway, Suite 110	Eugene	OR	97401	
	SSS Eldridge Marketplace, LLC, SSS Eldridge Town Center LLC, SSS Eldridge Square Investors LLC, SKJ Eldridge					
29649123	Square LLC, Peach Eldridge LLC	c/o Wu Properties Inc., 3657 Briarpark Drive, Suite 188	Houston	TX	77042	
29785270	St. Louis Cardinals, LLC	1 Timber Valley Cove	Little Rock	AR	72204	
29785271	ST. TROPICA Inc.	5348 Vegas Drive Suite 1487	Las Vegas	NV	89108	
29649124	Stafford Park Commercial IILLC	500 Barnegat Boulevard North, Building 100	Barnegat Township	NJ	08005	
29649125	STAG Industrial Holdings, LLC	c/o STAG Avondale, One Federal Street, 23rd floor	Boston	MA	02110	
29649127	Stanley J. Kozicki dba SK Holdings - Wilmington, L.L.C.	31104 Mills Chase Drive	Lewes	DE	19958	
29777946	Star Industries, LLC d/b/a STAR Building Services	167 Avenue at the Common	Shrewsbury	NJ	07702-	
29777947	Star Nutrition Inc dba Incredilwear	3120 Thorntree drive	Chico	CA	95973	
29777948	StarChem Labs	2035 New Highway	Farmingdale	NY	11735	
29777949	Starco Impex, Inc.	2710 S. 11th Street	Beaumont	TX	77701	
29649128	Starjack Investments L.L.C.	1349 S. Rochester Road, Suite 210	Rochester	MI	48307	
29649129	Staten Island Richmond Avenue, LLC	Attn: Legal Department, 7248 Morgan Road, PO Box 220	Liverpool	NY	13088	
29791079	Stavitsky & Associates LLC	350 PASSAIC AVENUE	Fairfield	NJ	07004-	
29777954	SteadFast Digital LLC	48 MOLLY PITCHER DRIVE	MANALAPAN	NJ	07726-	
29777956	Stearns Product Inc. dba Derma E	2130 Ward Ave	Simi Valley	CA	93065	
29785277	Stepan Specialty Products LLC	100 West Hunter Avenue	Maywood	NJ	07607-	
29785278	Stephanie Valente	ADDRESS ON FILE				
29785279	Sterling Infosystems, Inc.	NEWARK POST OFFICE, PO BOX 35626	Newark	NJ	07193-5626	
29785280	Sterling Technology	NEWARK POST OFFICE, PO BOX 35626	Newark	NJ	07193-5626	
29785281	Steven Di Salvatore	ADDRESS ON FILE				
29649130	Stevenson Investors, LLC	2187 Newcastle Ave, Suite 202	Cardiff-by-the-Sea	CA	92007	
29606319	STIBO Systems	3200 WINDY HILL RD SE SUITE 1200W	Atlanta	GA	30339	
29791085	STICKY BE APPARELS	1112 Montana Ave , 371	Santa Monica	CA	90403	
29649131	Stony Brook Realty, LLC	3201 N Federal Highway, # 301	Fort Lauderdale	FL	33306	
29785289	Stored Value Solutions, a division of Comdata Inc.	101 Bullitt Lane, Suite 305	Louisville	KY	40222	
	Strategic Cost Control, Inc., d/b/a Corporate Cost					
29777958	Control, an Experian company	475 Anton Boulevard	Costa Mesa	CA	92626	
29777963	Strategic Products Group, Inc.	450 Van Pelt Lane	Pensacola	FL	32505	

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29777964	StrategIQ Commerce LLC	217 N JEFFERSON STREET, 3RD FLOOR	Chicago	IL	60661	
29777965	Stretch Wrap Systems Inc.	65 ABERDEEN ROAD	York	PA	17406	
29777966	Structural Plastics Corporation	3401 Chief Dr	Holly	MI	48442	
29777967	Suddath Relocation Systems of New York, Inc.	20 Hanes Drive	Wayne	NJ	07470-	
29783753	Sudic AS Tassone Enterprises	Runebergsgatan 8	Stockholm		11345	Sweden
29783755	Sudio AB	Runebergsgatan 6	Stockholm		11345	Sweden
29783756	Sudio AB Tassone Enterprises	Runebergsgatan 6, 1250 Arroyo Way #320	Stockholm		11345	Sweden
29785291	Suki Inc.	99 Industrial Dr.	Northampton	MA	01060-	
29791089	Suluta Corp	56 E PINE STREET, SUITE 301	Orlando	FL	32801	
29785293	Suluta Corp DBA AffiliateManager.com	1126 Wilde Drive	Celebration	FL	34747	
29785293	Suluta Corp DBA AffiliateManager.com	2101 91st Street	North Bergen	NJ	07047-	
29791090	Sun Brothers dba Sunwarrior	2250 N. Coral Canyon Blvd, Ste. 100	Washington	UT	84780	
29785295	Sun Brothers, LLC	2250 N. Coral Canyon Blvd, Ste. 100	Washington	UT	84780	
29785296	Sun Chlorella USA	3305 Kashiwa Street	Torrance	CA	90505	
29785297	Sun Life Assurance Company of Canada	C/O COLLIERS INTERNATIONAL, 2550 WEST TYVOLA ROAD, SUITE 300	Charlotte	NC	28277	
29785301	Sundesa, LLC	284 South 700 West	Pleasant Grove	UT	84062	
29649133	SunflowerMetro, LLC	3191-D Airport Loop Dr.	Costa Mesa	CA	92626	
29777969	Sunfood Corporation	1830 GILLESPIE WAY , 101	EL CAJON	CA	92020	
29777970	Sunfoods Superfoods	1830 Gillespie Way, Suite 101	El Cajon	CA	92020	
30202849	Sunset Plaza, LLC & Sunset Collection, LLC	c/o Gatski Commercial Real Estate Services, 4755 Dean Martin Drive		NV	89103	
29777974	Sunshine State Trading Company, Inc.	6643 NE 25 AVE	Portland	OR	97211	
29777975	Sunsweet Growers	901 North Walton Avenue	YUBA CITY	CA	95993	
29901589	Sunwarrior Ventures LLC	2250 N. Coral Canyon Blvd, Ste. 100	Washington	UT	84780	
29777977	Super Nutrition	1925 Brush St.	Oakland	CA	94612	
29791093	Superior Building Group	2350 SOUTH 7TH STREET, SUITE 200	Saint Louis	MO	63104	
29785303	Supplement Safety Solutions, LLC	5312 Thompson Farm	Bedford	MA	01730-	
29785305	SupplyOne	90 Packaging Drive, P.O. Box 126	Weyers Cave	VA	24486	
29791094	SupplyOne Weyers Cave, Inc.	90 Packaging Drive, PO Box 126	Weyers Cave	VA	24486	
29785308	SureSource LLC	20 Constitution Blvd South	Shelton	CT	06484-	
29623290	Surprise TC II Holdings LLC	2415 E. Camelback Road, Suite 100	Phoenix	AZ	85016	
29785312	Surya Nature	1327 Second Avenue	New Hyde Park	NY	11040	
29785313	Sutherland Products, Inc.	203 N 1st Ave.	Mayodan	NC	27027	
29785314	Suuna Life Inc DBA Extreme Health USA	1249 Boulevard Way	Walnut Creek	CA	94595	
29623291	SVAP II Park North, LLC	302 Datura Street, Suite 100	West Palm Beach	FL	33401	
29623292	SVF Riva Annapolis, LLC	c/o American Realty Advisors LLC, 515 South Flower Street	Los Angeles	CA	90071	
29791097	Swan De La Rosa	ADDRESS ON FILE				
29623293	Swanblossom Investment Limited Partnership	1335 Canton Road Suite D	Marietta	GA	30066	
29777984	Sweet Harvest Foods Company	15100 Business Parkway	Rosemount	MN	55068	

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29777986	Sweet Tree Holdings 1, LLC	One Sweet Tree Lane	Island Pond	VT	05846-	
29791098	sweetriot	131 Varick St. , 930	NEW YORK	NY	10013	
29777989	Swift Transportation Services, LLC	2200 South 75th Avenue	Phoenix	AZ	85043	
29785660	SWISSE WELLNESS INC	1735 W Diveresy Pkwy	CHICAGO	IL	60622	
29785661	Switchbacks Entertainment	11 W. Cimarron St.	Colorado Springs	CO	80900	
29785662	SWNS Media Group	1111 Sixth Ave #300	San Diego	CA	92101	
29785663	Swoffle, LLC	252 Shadyside Ave	Concord	MA	01742-	
29785664	Swole Sports Nutrition, LLC	4100 N Powerline RD Suite Z-3	Pompano Beach	FL	33073	
29623294	SY WALDORF INVESTMENTS LC	1115 Broadway, 12th Floor	New York City	NY	10010	
29627826	Sylvan Bio, Inc.	90 Glade Drive	Kittanning	PA	16201	
29785668	Symantec	1621 N Kent St, #706	Arlington	VA	22209	
29623295	T Palmdale Mkt CA, LLC	c/o AZT Corporation, 16600 Dallas Parkway, Suite 300	Dallas	TX	75248	
29777993	T.E. Neesby, Inc.	9909 N. Meridian Ave.	Fresno	CA	93720	
29777994	T2M Consulting Services, Inc	399 Campus Drive, Suite 150	Somerset	NJ	08873-	
29623297	Tabib Kashi Partnership	574 West Lancaster Avenue	Bryn Mawr	PA	19010	
29627646	Tahiti Naturel USA	24 Commerce Rd , UNIT 24F	FAIRFIELD	NJ	07004-	
29777998	TAISTech Corporation	14841 Dallas Parkway, Suite 494	Dallas	TX	75254	
29791104	TAISTech LLC	15601 DALLAS PKWY, SUITE 250	Addison	TX	75001	
29778000	Taiyo International, Inc.	5960 Golden Hills Drive	Minneapolis	MN	55416	
29785315	Takeya USA Corporation	5301 GRANT AVENUE , SUITE 400	CLEVELAND	OH	44125	
29785317	Talaria Digital	12400 ALCANZA DR	Austin	TX	78739	
		C/O PARAGON MGMT GRP LLC 276 POST ROAD WEST				
29785318	Talent Hub 360 LLC	SUITE 201	Westport	CT	06880-	
29785320	Talon Professional Services	PO BOX 6030	Carol Stream	IL	60197	
29791106	Tango Analytics, LLC	6225 N State Hwy. 161, Suite 300	Irving	TX	75038	
29785322	TapFwd, Inc.	PO BOX 909	Cherryville	NC	28021	
		c/o Jeffrey Taratoot, 2472 Jett Ferry Road, Suite 400 - 133				
29623298	Tara Acworth Holdings, LLC	Atlanta	GA	30338		
29785326	Tax Compliance, Inc.	300 Harmon Meadow Blvd.	Secaucus	NJ	07094-	
29785326	Tax Compliance, Inc.	502 CHURCHMANS ROAD	New Castle	DE	19720	
29791108	Tax Matrix Technologies, LLC	1011 Mumma Road, Suite 101	Wormleysburg	PA	17043	
29791109	TaxStream, LLC	95 River Street, Suite 5C	Hoboken	NJ	07030-	
29778002	Taylor C. Wallace of Think Healthy Group	1301 20th Street, NW, #413	Washington	DC	20036	
29778006	TBK Bank, SSB d/b/a TriumphPay	12700 Park Central Drive, Suite 1700	Dallas	TX	75251	
		c/o Newport Capital Partners, 353 North Clark Street, Suite 3625				
29649134	TCB-Elston, LC	Chicago	IL	60654		
29778009	Tea Forte, Inc.	Concord	MA	01742-		
29778010	TEA TREE THERAPY, INC	VENTURA	CA	93003		
29785328	Teikametrics, LLC	Boston	MA	02210-		

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30202867	Telvita, LLC	Attn: Thomas Abernathy, 2055 North Brown Road, Suite 225	Lawrenceville	GA	30043	
29791112	Temberton Analytics, Inc.	2701 DALLAS PARKWAY SUITE 550	Plano	TX	75093	
29649135	TEMK Investments- Visalia 1 LLC	1265 Martin Ave.	San Jose	CA	95126	
30202869	TEN THOUSAND OLDE U.S. 20, LLC,	1428 Albon Rd	Holland	OH	43528	
29785337	TENGA USA, Inc.	2807 Oregon Court Unit D-6	Torrance	CA	90503	
29645384	Teresa Orth	ADDRESS ON FILE				
29785339	Terra Kai Organics	3312 157th PL SE	BOTHELL	WA	98012	
29778012	Terravate Beauty	2361 Rosecrans Ave, Suite 150	El Segundo	CA	90245	
29778015	The American National Red Cross	431 18TH Street NW	Washington	DC	20006	
29649136	The Atlantic Building LLC	2320 N. Atlantic, Suite 100	Spokane	WA	99205	
29778017	The Birds Nest Corp	9855 Business Way	Manassas	VA	20110	
29778019	The Bramton Company, LLC	P. O. Box 655450	Dallas	TX	75265-5450	
29778020	The Carlson Group, Inc.	350 E 22nd Street	Lombard	IL	60148	
29778021	The Chill Group, Inc.	11825 Major Street Suite 106	Culver City	CA	90230	
29627835	The Clorox Sales Company	1221 Broadway	OAKLAND	CA	94612	
29606359	The Color Run, LLC	1957 South 4800 West	Salt Lake City	UT	84104	
29649137	The Commons at Willowbrook Inc.	5910 N. Central Expressway, Suite 1200	Dallas	TX	75206	
29785343	The Cookie Department, Inc.	710 Channing Way	Berkeley	CA	94710	
29649138	The Crossings at Hobart I LLC	c/o Schottenstein Property Group, 1798 Frebis Avenue	Columbus	OH	43206	
29785345	The Curiosity Compass	PO Box 630491	CINCINNATI	OH	45263-0491	
29785346	The Die Shop	7302 ADAMS STREET	Paramount	CA	90723	
29785347	The Educe Group, Inc.	7201 Wisconsin Avenue, Suite 630	Bethesda	MD	20814	
29785348	The Execu|Search Group, LLC	114 NORTH BROAD STREET	Salem	VA	24153	
29649139	The Fountains at Farah, LP	8235 Douglas Ave., Suite 900	El Paso	TX	79901	
29785351	The Gap-US, LLC	411 Theodore Fremd Avenue, Suite 230	Rye	NY	10580	
29783730	The Good Fats Co. LTD	8 Market Street, Suite 600	Toronto	ON	M5E 1M6	Canada
		6155 Huntley Rd				
29791116	The Goodkind Group, LLC	Suite F	Columbus	OH	43229	
29778024	The Hain Celestial Group	58 South Service Road, Suite 250	Melville	NY	11747	
29778025	The Herbalist Inc.	2106 NE 65th ST	Seattle	WA	98115	
29778026	The Hershey Co.	117 West Napa St. Site	Sonoma	CA	95476	
29778029	The Himalaya Drug Company	1101 Gillingham Ln.	Sugar Land	TX	77478	
29778030	The Himalayan Drug Company	1101 Gillingham Lane	Sugar Land	TX	77478	
29778031	The Honest Company	2700 Pennsylvania Avenue, Suite 1200	Santa Monica	CA	90404	
29778032	The Hygenic Corporation	1245 Home Ave	AKRON	OH	44310	
29778033	The Isopure Company LLC	195 Engineers Road	Hauppauge	NY	11788	
29791117	The John Maxwell Company	2170 Satellite Boulevard, Suite 195	Duluth	GA	30097	
29785356	The Midas Exchange, Inc.	825 Seventh Avenue	New York	NY	10019	
29785357	The Natural Citizen, LLC	1108 Lavaca St, Suite 110-186	Austin	TX	78701	

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29785358	The New Primal, LLC	100 Bucksley Lane, Unit 102	Daniel Island	SC	29492	
29785359	The Nielsen Company (US), LLC	85 Broad Street	New York	NY	10004	
29785360	The Non-GMO Project	1155 N State Street, Suite 502	Bellingham	WA	98225	
29785360	The Non-GMO Project	PO Box 5606	Bellingham	WA	98227	
29785362	The Numina Group	P.O. Box 490	Fayetteville	TN	37334	
29785363	The Partnering Group	8170 Corporate Park Drive, Suite 310	Cincinnati	OH	45242	
29791120	The Partnering Group, Inc.	8170 Corporate Park Drive, Suite 310	Cincinnati	OH	45242	
29649140	The Philipose Group of Connecticut, LLC	1768 Chaladay Lane	East Meadow	NY	11554	
29649141	The Pines Center, LLC	553 East Main Street	Bowling Green	KY	42101	
29778034	The Procter & Gamble Distributing LLC	2 P&G Plaza	Cincinnati	OH	45202	
29783731	The PUR Company	23 Kodiak Crescent	North York	ON	M3J3E5	Canada
29649142	The Quarry Center, LP	307 Fellowship Road, Suite 300	Mount Laurel	NJ	08054	
29778036	The Real Good Foods Company, LLC	6316 Tapanga Canyon Blvd , 2140	WOODLAND HILLS	CA	91367	
29649143	The Rosemyr Corporation	231 South Garnett Street	Henderson	NC	27536	
29649144	The Shoppes at North Brunswick, L.L.C.	c/o The Azarian Group L.L.C, 6 Prospect Street, Suite 2	Midland Park	NJ	07432	
29649145	The Shoppes at Raceway, LLC	ATTN PATTY SCOTT, PO Box 933	Evansville	IN	47706	
29623299	The Shubert Organization, Inc.	234 West 44th Street	New York City	NY	10036	
29785367	The Tea Spot, Inc.	4699 Nautilus Ct S., Ste. 403	Boulder	CO	80301	
29785368	The Terracon Group	5601 S.W. 8th Street	Miami	FL	33134	
29785370	The Ultimate Life	P.O. Box 4308	Santa Barbara	CA	93140	
29785372	The Uplifters' Prima, PBC	2633 Lincoln Blvd, #224	Santa Monica	CA	90048	
29606699	The Weeks-Lerman Group, LLC	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29623300	The Whalen Corp.	1213 Keith Road	Wake Forest	NC	27587	
29783732	The Winning Combination USA Inc.	Unit #6 - 1099 Wilkes Ave.	Winnipeg	MB	R3P 2S2	Canada
29785376	The Wiseman Group	2164 ASHTON AVE	Menlo Park	CA	94025	
29785377	Theo Chocolate, Inc.	3400 Phinney Avenue N	Seattle	WA	98103	
29778046	ThinkFun, Inc.	1321 Cameron Street	Alexandria	VA	22314	
29778047	ThinkOperations, LLC	3112 Windsor Rd A342	Austin	TX	78703	
29778048	thinkThin LLC	12211 W. Washington Blvd, Suite 120	Los Angeles	CA	90066	
29778049	Thirty Three Threads, Inc.	1330 Park Center Drive	Vista	CA	92081	
29645268	Thomas Merrihew	ADDRESS ON FILE				
29778051	Thompson Brands LLC	80 South Vine Street	Meriden	CT	06451-	
29791123	ThreeJerks LLC	300 Heron Drive	SWEDESBORO	NJ	08085-	
29778053	Threshold Enterprises LTD	P.O Box 775191	CHICAGO	IL	60677-5191	
29623301	Thrift-Cascade Investment LLC	808 SW Alder Street, Suite 200	Portland	OR	97205	
29778055	Thunderbird Energetica, LLC	PO BOX 684581	Austin	TX	78768	
29785381	Tiesta Tea Company	730 N.Franklin Street , 620	CHICAGO	IL	60654	
29645293	Tim Metzgar	ADDRESS ON FILE				
29623302	Times Plaza Development L.P.	562 State Street	Brooklyn	NY	11217	
29623303	Timlin Properties, LLC	6632 Telegraph Road, Suite 320	Bloomfield Hills	MI	48301	
29791127	Timmons Group	1001 Boulders Parkway, Suite 300	Richmond	VA	23225	

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29623304	TKG Paxton Towne Center Development, L.P.	215 N. Stadium Boulevard, Suite 201	Columbia	MO	65203	
29785390	TMK II Limited Partnership	2711 Lemon Tree Lane	Charlotte	NC	28211	
29623306	TMO Lincolnwood AM, LLC	C/o Prodigy Real Estate Group, 223 W. Jackson Blvd.	Chicago	IL	60606	
29603082	T-Mobile USA, Inc.	12920 SE 38th Street	Bellevue	WA	98006	
29778057	To Go Brands	65 East Ave 3rd floor	Norwalk	CT	92121	
29791129	To-Go Ware	743 Addison Street, Suite A	Berkeley	CA	94710	
29623307	Toma Investments, LLC	11801 Larkins	Brighton	MI	48114	
29778062	Tomar Industries, Inc.	300 Commerce Dr.	Freehold	NJ	07728-	
29778063	Tommie Copper, Inc.	74 South Moger Avenue	Mount Kisco	NY	10549	
29778064	Tom's Of Maine	302 Lafayette Center	Kennebunk	ME	04043-	
29778065	Tone it Up, Inc.	1110 Manhattan Avenue	Manhattan Beach	CA	90266	
29778066	Top Secret Nutrition, LLC	11341 Interchange Circle S.	Miramar	FL	33025	
29785392	Topical BioMedics, Inc.	PO Box 494	Rhinebeck	NY	12572	
29791333	Trace Minerals Opco LLC	1996 W. 3300 S	Ogden	UT	84401	
29785396	Trader Joe's Company	PO Box 71770	Chicago	IL	60694-1770	
29785398	Training Mask LLC	1140 Plett Rd	CADILLAC	MI	49601	
29791130	Trane U.S. Inc.	19 Chapin Rd, Building B Suite 200	Pine Brook	NJ	07058-	
30181887	Trans American Information Systems Inc. d/b/a Mastek	15601 Dallas Pkwy, Suite 250	Addison	TX	75254	
29791131	Tranxition Corporation	516 SE Morrison St, Suite 242	Portland	OR	97214	
29778067	Trilliant Food & Nutrition, LLC	1101 Moasis Drive	Little Chute	WI	54140	
29778068	Trimr LLC	230 South 500 West, Suite 245	Salt Lake City	UT	84101	
29623308	Trindle Run LLC	Bennett Williams Realty Inc., 3528 Concord Road	York	PA	17402	
29623309	Trinity Properties, LLC	PO Box 445	Raymond	ME	04071	
29791133	Triple Leaf Tea, Inc.	1564 Rollins Road, Suite 1	Burlingame	CA	94010	
29649146	TRM Venture Real Estate, LLC	2409 West 104th Street	Chicago	IL	60655	
29627828	TRP Company, Inc.	1575 Delucchi Lane, Suite 115	Reno	NV	89502	
29778076	TRR Enterprises Inc.	14851 South 27th Street	Phoenix	AZ	85048	
29778077	Tru Table	8954 SE Bridge Road	HOBE SOUND	FL	33455	
29778078	TRUDERMA, LLC	8840 W. RUSSELL RD. STE. 245	LAS VEGAS	NV	89148	
29791135	TRUE NATURE GROUP INC	13611 NE 126th Place , 200	Kirkland	WA	98034	
29783733	True North Nutrition Limited	88 East Beaver Creek Road, Building A, Unit 1	Richmond Hill	ON	L4B 4A8	Canada
29785406	Truly Natural Marketing	90 Main St.	Bradford	NH	03221-	
29649147	Truse Plaza LLC c/o Fogelman Investment Company	c/o Fogelman Investment Company, 744 South White Station Road	Memphis	TN	38117	
29649148	Truss Greenwood IN LLC	c/o Schottenstein Property Group, 4300 E. Fifth Ave.	Columbus	OH	43219	
29649149	TSO Winchester Station, LP	1170 Peachtree Street, Suite 2000	Atlanta	GA	30309	
29783759	Tuan Hoang Anh	Address on File				
29649150	Turkey Creek Holdings, LLC	c/o Pine Tree Commercial Realty LLC, 814 Commerce Drive, Suite 300	Oak Brook	IL	60523	
29649151	Turnersville Landing, LP	100 Front Street, Suite 506	Conshohocken	PA	19428	

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29649152	Tuskatella LLC	P.O. Box 5544	Orange	CA	92863	
29649153	TVS & Associates (Charleston), LLC	1620 Scott Avenue	Charlotte	NC	28203	
29649154	Two Nuts LP et al. c/o Midwood	430 Park Ave., 2nd Floor	New York City	NY	10022	
29649156	Tyler Broadway/Centennial LP	2525 McKinnon Street, Suite 710	Dallas	TX	75201	
29649157	Tyrone Enterprises, LLC	5576 Bridgetown Road	Cincinnati	OH	45248	
29778083	U.S. Bank National Association	550 South Tryon Street 14th Floor	Charlotte	NC	28202	
29778084	U.S. Doctors' Clinical	15568 Brookhurst Street STE 374	Westminster	CA	92683	
29778085	UAS Laboratories	555 N 72nd Avenue	WAUSAU	WI	54401	
29792789	Uber Freight US LLC	105 S Chestnut St	Chicago	IL	60696	
29623310	UE Gateway Center LLC	210 Route 4 East	Paramus	NJ	07652	
29623311	UE Tonnelle Commons LLC	210 Route 4 East	Paramus	NJ	07652	
29785417	Ultima Health Products, Inc.	PO Box 444	Southampton	NY	11969	
29791140	Ultimate Nutrition, Inc.	PO BOX 643, 21 Hyde Road	Farmington	CT	06032-	
29785419	Ultimate Superfoods, Inc.	5455 Endeavour Court	Moorpark	CA	93021	
29785420	Ultra Laboratories, Inc.	20611 Belshaw Ave.	Carson	CA	90746	
29785421	Ultralab Nutrition, Inc.	3100 NW Boca Raton Blvd. #213	Boca Raton	FL	33431	
29785424	Union of Orthodox Jewish Congregations of America	11 Broadway, 13th Floor	New York	NY	10004	
29785426	United Laboratories Manufacturing, LLC	1541 Champion Drive	Carrollton	TX	75006	
29604455	United Natural Foods, Inc.	313 Iron Horse Way	Providence	RI	02908-	
29630045	UNITED PARCEL SERVICE	PO BOX 650116	DALLAS	TX	75265-0116	
30282137	United Parcel Service, Inc.	643 W 43rd St.	New York	NY	10036	
29627759	UNITREX LTD	5060 Taylor Rd.	CLEVELAND	OH	44128	
29778091	Universal Biosciences	500 Wall Street	GLENDALE HEIGHTS	IL	60139	
29778092	Universal Nutrition	3 Terminal Road	New Brunswick	NJ	08901-	
29623312	Universal Park	5 River Park Place West, Suite 203	Fresno	CA	93720	
29778094	University of Phoenix, Inc.	4025 South Riverpoint Parkway	Phoenix	AZ	85040	
29778097	UpSpring, Ltd.	4209 South Industrial Dr. Suite 200	Austin	TX	78744	
29778100	UPTIME Energy, Inc.	7930 Alabama Ave	Canoga Park	CA	91304	
29785430	UR Energy, Inc.	210 Clay Avenue, Suite 380	Lyndhurst	NJ	07071-	
29623313	Urban Edge Properties LP	210 Route 4 East	Paramus	NJ	07652	
29785432	Urban Moonshine, Inc.	1 Mill Street Suite 110	Burlington	VT	05401-	
29785435	USA Truck, Inc.	3200 Industrial Park Rd.	Van Buren	AR	72956	
29623314	USPG PORTFOLIO FIVE LLC	PO BOX 64-3906	Cincinnati	OH	45264	
29785437	USPlabs, LLC	10761 King William Drive	Dallas	TX	75220	
29785441	Utrition, LLC	247 State Route 12	Flemington	NJ	08822-	
29785442	V.S. Royal Jelly/Honey Farm Inc	2774 N 4351 Road	Sheridan	IL	60551	
	VA C 12266 Jefferson, LLC, as to an undivided 30.96% interest	VA T 12266 Jefferson, LLC, as to an undivided 48.87% interest, and VA FT 12266 Jefferson, LLC, as to an undivided 20.17% interest, Virginia Management Entity LLC as Managing Agent, 4910 W. 1st Street				
29623315			Los Angeles	CA	90004	
29623316	VAA Improvements, LLC	565 Taxter Road	Elmsford	NY	10523	

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29778103	Val Vasilet Vital Products LLC	515 27th St E. Suite 7	Bradenton	FL	34208	
29778106	Valassis Direct Mail, Inc	PO Box 7678	San Francisco	CA	94120	
29778106	Valassis Direct Mail, Inc.	PO BOX 200324	Dallas	TX	75320-0324	
30202915	VALLEY STREAM GREEN ACRES	2034 Green Acres Mall	Valley Stream	NY	11581	
29623317	Vann Drive Partners	1001 Greystone Square	Jackson	TN	38305	
29778110	Vantage One Tax Solutions, Inc.	6310 LBJ Freeway, Ste. 208	Dallas	TX	75240	
29785444	Vaswani Inc	75 CARTER DRIVE	Edison	NJ	08817-	
29623318	VBNET Investments I, LLC	33478 US Highway 19 North	Palm Harbor	FL	34684	
29785448	VDF FutureCeuticals, Inc.	2692 N. State Rt. 1-17	Momence	IL	60954	
29785448	VDF FutureCeuticals, Inc.	300 Harmon Meadow Blvd.	Secaucus	NJ	07094-	
29785453	Vector Security, Inc.	2000 Ericsson Drive	Warrendale	PA	15086	
29623319	VEI Manager LLC	605 South Eden Street, Suite 250	Baltimore	MD	21231	
		c/o Robertson Properties Group, 120 North Robertson Boulevard, 3rd Floor				
29649158	Ventura Gateway LLC		Los Angeles	CA	90048	
29778115	Vera Roasting Company, Inc.	75 Congress St, STE L05	Portsmouth	NH	03801-	
		VEREIT c/o Realty Income Corporation, 11995 El Camino Real				
29649160	VEREIT Real Estate, L.P.		San Diego	CA	92130	
29627794	Veriditas by Pranarom	2301 Nevada Ave N	MINNEAPOLIS	MN	55427	
29606709	Veritiv Operating Company	PO BOX 57006	Los Angeles	CA	90074-7006	
29791151	VerMints Inc.	106 Finnell Drive, Unit 19	Weymouth	MA	02188-	
29778121	VERO BEACH GRAND OAKS 2 LLC	500 Skokie Blvd	Northbrook	IL	60062	
29785456	Vertex, Inc.	1041 Old Cassatt Road	Berwyn	PA	19312	
29791153	Vestiage, Inc.	2901 W. Coast Highway, Suite 200	Newport Beach	CA	92663	
29649161	VF9 MATT2 LLC	2330 Ponce de Leon Blvd.	Miami	FL	33134	
29785460	VH Nutrition	51 Zaca Lane , Suite 90	SAN LUIS OBISPO	CA	93401	
29791154	VH Nutrition LLC	51 Zaca Lane Suite 90	San Luis Obispo	CA	93401	
29604313	Vibrant Health	1 Waterview Dr , 103	SHELTON	CT	06484-	
29649162	Victory Village, LLC	GD Commercial Real Estate Inc., 1381 McCarthy Blvd	Milpitas	CA	95035	
29897778	Vida Lifescience, LLC	16691 Noyes Avenue	Irvine	CA	92606	
29791158	Vigor S.A.	Teodoro S. Mongelos 3373	Asuncion		1228	Paraguay
		c/o Neyer Management, 3927 Brotherton Road, Suite 200				
29649163	Village at the Mall Holdings LLC		Cincinnati	OH	45209	
29791159	Viobin U.S.A. div of McShares, Inc.	P.O. Box 1460	Salina	KS	67402-1460	
29627541	Virgin Pulse, Inc.	139 Newbury Street	Framingham	MA	01701-	
29649164	Virginia Center Virginia Associates, L.L.C.	1620 Scott Avenue	Charlotte	NC	28203	
29902225	Vital Amine Inc.	1431 Pacific Hwy Suite 4	San Diego	CA	92101	
29791162	Vital Pharmaceuticals, Inc.	1600 North Park Drive	Weston	FL	33326	
29627781	Vital Planet, LLC	133 Candy Ln.	Palm Harbor	FL	34683	
29778132	Vital Proteins LLC	939 W Fulton Market	CHICAGO	IL	60607	
29791164	Vitalah LLC	111 Jennings Dr	WATSONVILLE	CA	95076	
29778134	Vitalize Labs LLC DBA EBOOST	560 Broadway Ste 606	New York	NY	10012	

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29785468	Vitamin and Supplement Wholesalers Inc.	3600 W. Commercial Blvd	Fort Lauderdale	FL	33309	
29785468	Vitamin and Supplement Wholesalers, Inc.	3600 West Commercial Blvd.	Fort Lauderdale	FL	33309	
29785470	Vitamin Friends, LLC	5300 Beethoven Street	Los Angeles	CA	90066	
29627795	Vitamin Science, Inc.	755 Park Avenue, Suite 100	Huntington	NY	11743	
29627430	Vitamin Shoppe Florida, LLC (f/k/a FDC Vitamins, LLC)	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
29785473	Vitamin Shoppe Industries Inc.	2101 91st Street	North Bergen	NJ	07047-	
29785474	Vitamin Well USA LLC	3865 Grand View Blvd	Los Angeles	CA	90066	
		Corregimiento de BELLA VISTA, Urbanization MARBELLA, Edificio TORRE MMG, Apartamento 16	Provincia de PANAMA, Distrito de PANAMA		Calle 53	Panama
29791169	Vitaminas Y Suplementos, S.A.	Corregimiento de BELLA VISTA, Urbanization MARBELLA, Edificio TORRE MMG, Apartamento 16	Provincia de PANAMA, Distrito de PANAMA		Calle 53	Panama
29776561	Vitaminas Y Suplementos, S.A. for the Republic of Panama	6721 Discovery Blvd	Mableton	GA	30126	
29791171	Vitanica	PO Box 1299	TUALATIN	OR	97062	
29776542	Vitapath Canada Limited	100 King Street West, Suite 6100, 1 First: Canadian Place	Toronto	ON	M5X 1B8	Canada
29791173	VitaPath, Inc.	2101 91st Street	North Bergen	NJ	07047-	
29791174	Vitargo Global Sciences, LLC	32565 B Golden Lantern St PMB 232	Dana Point	CA	92629	
29783740	Vitasalud	Avenida Nuñez De Caceres Esq. Sarasota, Bella Vista	Santo Domingo			Dominican Republic
29776543	VIVO BRAND MANAGEMENT INC.	830 Campbell, Unit 2	Cornwall	ON	K6H 6L7	Canada
29791176	Volo Vitamins LLC	229 East 85th Street, #1614	New York	NY	10028-1614	
29791177	VORESNOLD ENTERPRISES LTD	23 Janis Way	SCOTTS VALLEY	CA	95066	
29791178	Voss Production AS	236 W 30th st, FL 12	NEW YORK	NY	10001	
29791179	VS Camelback LLC	1101-3557 Sawmill Crescent	Vancouver	BC	V5SOE2	Canada
30345485	VS Tempe, LLC	1101-3557 Sawmill Crescent	Vancouver	BC	V5SOE2	Canada
29625055	VSC Fire & Security, Inc.	10343-B KINGS ACRES ROAD	Ashland	VA	23005	
29791180	VSC Holdings, Inc.	10516 Route 116, Suite 200	Hinesburg	VT	05461-	
29778140	W.B. Mason	300 Harmon Meadow Blvd	Secaucus	NJ	07094-	
		Lockbox 735178				
29778140	W.B. Mason	PO Box 735178	Chicago	IL	60673-5178	
29791183	W.S. Badger Co., Inc.	768 Route 10	Gilsum	NH	03448-	
29791184	Wakunaga of America Co., Ltd.	23501 Madero	Mission Viejo	CA	92691	
29630328	Walker-Clay, Inc.	211 Station Street	Hanson	MA	02341-	
29785482	Wal-Mart.com USA, LLC	850 Cherry Avenue	San Bruno	CA	94066	
29785482	Wal-Mart.com USA, LLC	850 Cherry Avenue	San Bruno	CA	94066	
	Walt Whitman Road, LLC successor in interest to Gerald Kessler	C/o Natural Organics Inc., 548 Broadhollow Road	New York City	NY	11747	
29649165	WAOP LLC	721 Boardman-Poland Road	Youngstown	OH	44512	
29785486	Warehouse Solutions Inc. d/b/a Intelligent Audit	10025 BUNKUM ROAD	Fairview Heights	IL	62208	
29785486	Warehouse Solutions Inc. d/b/a Intelligent Audit	365 West Passaic Street, Suite 455	Rochelle Park	NJ	07662-	
29740051	Warren Laboratories LLC	1656 IH 35 S	Abbott	TX	76621	
29649167	Watchung UE LLC	210 Route 4 East	Paramus	NJ	07652	

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ADR ID	NAME	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
29778147	Watkins Incorporated	150 LIBERTY STREET	WINONA	MN	55987	
29791190	Wave Naturals Pet Products	Cabot Rd - 117	Laguna Hills	CA	91653	
	WBR 27810 Chagrin II, LLC, WRB 27810 Chagrin III, LLC &					
29649168	RRR Ohio, LLC	2400 Chagrin Blvd., Suite 100	Chagrin Falls	OH	44022	
29623320	WCS PROPERTIES BUSINESS TRUST	c/o Greenberg Gibbons, 3904 Boston St., Suite 402	Baltimore	MD	21224	
29623321	WDG Dallas, LLC and JSE Dallas, LLC	c/o Weitzman, 3102 Maple Avenue, Suite 500	Dallas	TX	75201	
29791192	WEBER LOGISTICS, LLC	13265 Valley Blvd.	Fontana	CA	92335	
29623322	Webster Bank	145 Bank Street	Waterbury	CT	06702	
29785494	Wedderspoon Organic	334 Central Ave	MALVERN	PA	19355	
		c/o Kimco Realty Corporation, 500 North Broadway, Suite 201				
29623323	Weingarten Northcross JV		Jericho	NY	11753	
29785500	Wellements LLC	8901 E. Pima Center Parkway, Suite 215	Scottsdale	AZ	85258	
29791194	Wellgenix, LLC	118 W. Julie Dr	Tempe	AZ	85283	
		c/o Carlyle Management Corp, 5355 Town Center Road, Suite 430				
29623324	Welling Realty, LLC		Boca Raton	FL	33486	
29778158	Wellington Foods, Inc.	1930 California Avenue	Corona	CA	92881	
29623325	Wells Property Number Five, LLC	PO Box 30067	Charlotte	NC	28230	
29791195	Wess Hottenstein	ADDRESS ON FILE				
29791195	Wess Hottenstein	ADDRESS ON FILE				
29778166	Westech Recyclers	220 S. 9th St. Suite 400B	Phoenix	AZ	85034	
29623326	Westgate Marketplace Developers, LLC	7725 W. Reno Ave., Suite 398	Oklahoma City	OK	73127	
29623327	Wetmore Plaza Shops, LLC	6298 E. Grant Road, Suite 100	Tucson	AZ	85712	
29623328	Wheatland Family Trust	ADDRESS ON FILE				
29785508	White Cloud Nutrition LLC	PMB 2599	CASTRO VALLEY	CA	94546	
29791202	White Egret	950 West Kershaw , D	OGDEN	UT	84401	
29623329	Whitestone REIT	c/o Whitestone REIT, 2600 South Gessner Rd	Houston	TX	77063	
29791203	Wholesome Sweeteners, Inc.	8016 Highway 90A	Sugar Land	TX	77478	
29791204	Wibbitz Inc.	85 Broad St., Flr. 17	New York	NY	10002	
29649169	Wig Properties, LLC-LKPL	4811 - 134th Place Southeast	Bellevue	WA	98006	
29791205	Wild Squirrel LLC dba/Wild Friends Foods	22265 SW Taylors Drive	Tualatin	OR	97062	
29791206	Wiley's Finest LLC	PO Box 1665	Coshocton	OH	43812	
29649170	William J. Swanson Trustee of the	PO Box 5129	Ketchum	ID	83340	
29649171	Wilshire Yale Enterprises c/o The Eberly Company	8383 Wilshire Blvd. Suite 906	Beverly Hills	CA	90211	
29649172	Wilson Amcap II, LLC	c/o AmCap Inc., 333 Ludlow Street, 8th Floor	Stamford	CT	06902	
29791207	Windecker Construction LLC	2101 91st Street	North Bergen	NJ	07047-	
29785516	Windecker LLC	39-30 Sycamore Drive	Fairlawn	NJ	07410-	
29791208	Windmill Health Products	6 Henderson Drive	West Caldwell	NJ	07006-	
		c/o McCrea Property Group, 9102 N Meridian Street, Suite 230				
29649173	Windsong Indianapolis, LLC		Indianapolis	IN	46260	
29791209	Windsor Marketing Group, Inc.	100 Marketing Drive	Suffield	CT	06078-	
29649174	Winston I & II, LLC	P.O. Box 20429	Winston-Salem	NC	27120	

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29649175	Wiregrass HoldCo, LLC	c/o TriGate Capital, 1717 Main Street, Suite 2600 1605 John Street	Dallas	TX	75201	
29785524	Wisconsin Specialty Protein, LLC	Suite 201A	Fort Lee	NJ	07024-	
29785525	Wisdom Natural Brands	1203 W. SanPedro Street	GILBERT	AZ	85233	
29791212	WishGarden Herbs, Inc.	3100 Carbon Pl. #103	Boulder	CO	80301	
29649176	Wishire Plaza Limited Partnership	3333 Richmond Road, Suite 320	Beachwood	OH	44122	
29649177	WLM-CB LLC	370 E. Rowland Avenue	Covina	CA	91723	
29778181	Wochit, Inc.	12 East 33rd Street, 4th Floor	New York	NY	10016	
29778183	WOMEN'S BEST USA, LLC	215 S. Monroe Street, Suite 200	Tallahassee	FL	32301	
29649178	Wood Fayette Center, LLC	321 Henry Street	Lexington	KY	40508	
29778185	Woodbolt Distribution, LLC.	715 N. Main Street	Bryan	TX	77803	
29791216	Woods Bagot	ADDRESS ON FILE				
		200 N. SCOTTPACE RD, SCOTTSDALE SEVILLE SUITE				
29778187	World Nutrition Inc	103K	SCOTTSDALE	AZ	85253	
29778188	World Sports Expo	1920 Booth Circle, Suite 100	Longwood	FL	32750	
29778189	World Triathlon Corporation	3407 W. DR. MARTIN LUTHER KING JR. BLVD, SUITE 100	Tampa	FL	33607	
29791220	WorldWide/Pure Protein	241 Bellwood Drive	West Mifflin	PA	15122	
29623330	WPG Wolf Ranch, LLC	c/o wpg, 4900 East Dublin Granville Road, 4th Floor	Westerville	OH	43081	
29623331	WRI Trautmann, LP	c/o Kimco Realty Corporation, 500 North Broadway, Suite 201	Jericho	NY	11753	
29604547	WW International, Inc.	675 Avenue of the Americas	New York	NY	10023	
29623333	Wyndham Southlake Retail, LLC	c/o Stonewood Investments, 18484 Preston Road, Suite 208	Dallas	TX	75252	
29785538	Xlear Inc.	723 S. Auto Mall Drive, PO BOX 1421	American Fork	UT	84003	
29791222	XPO Logistics, LLC	13777 Ballantyne Corporate PL, Suite 400	Charlotte	NC	28277	
29791223	XTREME BEAUTY INTERNATIONAL	15400 NW 34 AVENUE	MIAMI GARDENS	FL	33054	
29778191	Yerba Prima Inc	740 Jefferson Avenue	Ashland	OR	97520	
29778192	YES 18 INC	655 4THE 2ND FLOOR	SAN FRANSVERS	CA	94107	
29791226	Yes To Inc.	655 Fourth Street Second Floor	San Francisco	CA	94107	
29791227	YogaRat	2703 Pico Blvd	Santa Monica	CA	90405	
		c/o ACF Property Management Inc., 12411 Ventura Boulevard				
29623334	Yosemite Park Shopping Center 05 A LLC		Studio City	CA	91604	
29791228	You Fresh Natural Vending, LLC	3240 Corporate Way	Miramar	FL	33025	
29778198	YouBar Inc	597 Monterey Pass Rd	Monterey Park	CA	91754	
29778199	YUP Brands LLC	3960 Howard Hughes Pkwy Suite 500	Las Vegas	NV	89169	
29604451	Zarbee's Naturals	11650 South State Street #101	Draper	UT	84020	
29791231	Zeavision	680-F Crown Industrial Court	Chesterfield	MO	63005	
29791232	Zeb Jafri	ADDRESS ON FILE				
29623335	ZEG Ventures, LLC	3331 Severn Ave., Suite 200	Metairie	LA	70002	
29791234	Zeikos	86 Northfield Ave.	EDISON	NJ	08837-	

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29791236	Zenrin USA, Inc.	1350 Bayshore Highway, Suite 580	Burlingame	CA	94010	
29791236	Zenrin USA, Inc.	851 Traeger Avenue Suite 210	San Bruno	CA	94066	
29791237	Zhena's Gypsy Tea	6041 Triangle Dr.	Commerce	CA	90040	
29785550	Zhou, Inc.	1777 Sun Peak Drive	Park City	UT	84098	
29791239	Zing Anything LLC	1760 Wadsworth Rd	Akron	OH	44320	
29785552	Zint LLC	334 County Route 49	MIDDLETOWN	NY	10940	
29791241	Zionhealth Incorporated	430 E Grand Avenue	South San Francisco	CA	94080	
29785554	Zipfizz Corporation	18303 Bothell-Everett Hwy, Suite 140	Mill Creek	WA	98012	
29791243	ZOA Energy LLC	5301 Wisconsin Ave. NW Suite 570	WASHINGTON	DC	20015	
29627388	Zoho Corporation	4141 HACIENDA DRIVE	Pleasanton	CA	94588-8519	
29778209	ZoomInfo	275 Wyman St.	Waltham	MA	02451-	
29778210	Zorb Naturals, LLC dba HCP Formulas	2700 N. 3rd St. Suite 2014	Phoenix	AZ	85004	
29791246	Zulily, LLC	2601 Elliott Ave, Suite 200	Seattle	WA	98121	
29791246	Zulily, LLC	2601 Elliott Avenue	Seattle	WA	98121	